

REDACTED – FOR PUBLIC INSPECTION

August 28, 2013

BY HAND DELIVERY

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: *Application of Verizon New Jersey Inc. and Verizon New York Inc. to
Discontinue Domestic Telecommunications Services*, WC Docket No. 13-
150: First Response to Information, Data, and Document Request

Dear Ms. Dortch:

Verizon New Jersey Inc. and Verizon New York Inc. (collectively “Verizon”), by its counsel, submits this First Response to the Information, Data, and Document Request (“Request”) made by the Wireline Competition Bureau (“WCB”), dated August 14, 2013.¹ The Request sought copies of Verizon’s responses to any New York Department of Public Service Interrogatory and/or Document Requests in NYPSC Case Number 13-C-0197 by August 28, 2013.² Enclosed please find:

- Documents, Bates numbers VZ-NYNJ-000001 -- VZ-NYNJ-000512, that are responsive to Document Request III.1. The documents are copies of Verizon’s responses to New York Department of Public Service Interrogatories and/or Document Requests in NYPSC Case No. 13-C-0197. This response is complete as of the date of this submission.

¹ See Letter from Julie A. Veach, Chief, Wireline Competition Bureau, to Kathleen Grillo, Senior Vice President – Federal Regulatory Affairs, Verizon Communications, Inc., WC Docket No. 13-150, DA 13-1760 (Aug. 14, 2013).

² *Id.* at 1 & Attachment at III.1.

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- Documents with Bates numbers VZ-NYNJ-000001 -- VZ-NYNJ-000015, VZ-NYNJ-000028 -- VZ-NYNJ-000078, VZ-NYNJ-000100 -- VZ-NYNJ-000422, and VZ-NYNJ-000476 -- VZ-NYNJ-000493 contain information that meets the requirements for treatment as “Highly Confidential” under the Second Protective Order in this docket.³
- In accordance with the Second Protective Order, Verizon is also submitting separately two sets of the documents, with copies of spreadsheets on CD-ROM, to Natividad Persaud, Competition Policy Division, WCB.

Because this submission contains information that is “Highly Confidential,” Verizon is filing an unredacted copy of the materials identified above pursuant to the procedures established in the Second Protective Order. Verizon will also file a redacted version of the above materials for public inspection in the FCC’s Electronic Comment Filing System. To avoid confusion, a copy of this cover letter, bearing the appropriate confidentiality legend, will accompany each submission.

Verizon has made diligent efforts to ensure that none of the documents it is submitting herewith is privileged under the attorney-client privilege or attorney work product doctrine. To the extent that any privileged documents may have been inadvertently produced, such production does not constitute a waiver of any applicable privilege. Verizon requests that any privileged documents inadvertently produced be returned to Verizon as soon as such inadvertent production is discovered by any party, and reserves all rights to seek return of any such documents.

³ See Section 63.71 Application of Verizon New York Inc. and Verizon New Jersey Inc. for Authority Pursuant to Section 214 of the Communications Act of 1934, as Amended to Discontinue the Provision of Service, Second Protective Order, WC Docket No. 13-150, DA 13-1757 (WCB rel. Aug. 14, 2013).

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Should any questions arise concerning this submission, please contact the undersigned.

Sincerely,

/s/ Adam D. Krinsky

Adam D. Krinsky

J. Wade Lindsay

*Counsel to Verizon New Jersey Inc.
and Verizon New York Inc.*

Attachments

Verizon New Jersey Inc. and Verizon New York Inc.
First Response to Information, Data, and Document Request
WC Docket No. 13-150
August 28, 2013

Request No.	Date Produced to NY PSC	Document File Name	Document Control Number
III.1	June 17, 2013	130617 Responses to Staff IRs (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000001 - VZ-NYNJ-000015
III.1	June 17, 2013	130617 Responses to Staff IRs (REDACTED)	VZ-NYNJ-000494 - VZ-NYNJ-000508
III.1	June 17, 2013	Exhibit 1A	VZ-NYNJ-000016
III.1	June 17, 2013	Exhibit 1A (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000480
III.1	June 17, 2013	Exhibit 1B	VZ-NYNJ-000017 - VZ-NYNJ-000023
III.1	June 17, 2013	Exhibit 1C	VZ-NYNJ-000024 - VZ-NYNJ-000027
III.1	June 17, 2013	Exhibit 2 (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000481
III.1	June 17, 2013	Exhibit 3 (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000482
III.1	June 17, 2013	Exhibit 4 (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000483
III.1	June 17, 2013	Exhibit 5 (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000028 - VZ-NYNJ-000033
III.1	June 17, 2013	Exhibit 6 (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000034 - VZ-NYNJ-000074
III.1	June 21, 2013	130621 Revised Response to IR-1 (HIGHLY CONFIDENTIAL)	VZ-NYNJ-000075 - VZ-NYNJ-000078
III.1	June 21, 2013	130621 Revised Response to IR-1 (REDACTED)	VZ-NYNJ-000509 - VZ-NYNJ-000512

Verizon New Jersey Inc. and Verizon New York Inc.
First Response to Information, Data, and Document Request
WC Docket No. 13-150
August 28, 2013

Request No.	Date Produced to NY PSC	Document File Name	Document Control Number
III.1	July 8, 2013	130708 Objections to DPS-2	VZ-NYNJ-000079 - VZ-NYNJ-000083
III.1	July 8, 2013	130708 Objections to DPS-3	VZ-NYNJ-000084 - VZ-NYNJ-000085
III.1	July 22, 2013	130722 Responses to DPS-2	VZ-NYNJ-000086 - VZ-NYNJ-000092
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-2(a)	VZ-NYNJ-000484
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-2(c)	VZ-NYNJ-000485
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-2(e)	VZ-NYNJ-000486
III.1	July 22, 2013	130722 Responses to DPS-3	VZ-NYNJ-000093 - VZ-NYNJ-000099
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[1]	VZ-NYNJ-000100 – VZ-NYNJ-000135
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[2]	VZ-NYNJ-000136 – VZ-NYNJ-000256
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[3]	VZ-NYNJ-000257 – VZ-NYNJ-000273
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[4]	VZ-NYNJ-000274 – VZ-NYNJ-000341
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[5]	VZ-NYNJ-000342 – VZ-NYNJ-000343
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[6]	VZ-NYNJ-000487
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[7]	VZ-NYNJ-000344 – VZ-NYNJ-000347
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[8]	VZ-NYNJ-000348 – VZ-NYNJ-000350

Verizon New Jersey Inc. and Verizon New York Inc.
First Response to Information, Data, and Document Request
WC Docket No. 13-150
August 28, 2013

Request No.	Date Produced to NY PSC	Document File Name	Document Control Number
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[9]	VZ-NYNJ-000351 – VZ-NYNJ-000353
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[10]	VZ-NYNJ-000354 – VZ-NYNJ-000406
III.1	July 22, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[11]	VZ-NYNJ-000407 – VZ-NYNJ-000422
III.1	July 22, 2013	Exhibit IR-5[1]	VZ-NYNJ-000423 - VZ-NYNJ-000431
III.1	July 22, 2013	Exhibit IR-5[2]	VZ-NYNJ-000432 - VZ-NYNJ-000447
III.1	July 22, 2013	Exhibit IR-5[3]	VZ-NYNJ-000448 - VZ-NYNJ-000454
III.1	July 22, 2013	Exhibit IR-5[4]	VZ-NYNJ-000455
III.1	July 22, 2013	Exhibit IR-5[5]	VZ-NYNJ-000456 - VZ-NYNJ-000461
III.1	July 24, 2013	130724 Supplemental Response to DPS-3	VZ-NYNJ-000462 - VZ-NYNJ-000465
III.1	July 24, 2013	HIGHLY CONFIDENTIAL Exhibit IR-3	VZ-NYNJ-000488
III.1	July 24, 2013	Exhibit IR-5[6]	VZ-NYNJ-000466
III.1	August 7, 2013	130807 Supplemental Responses to Staff IRs	VZ-NYNJ-000467 - VZ-NYNJ-000470
III.1	August 7, 2013	HIGHLY CONFIDENTIAL Supplemental Exhibit IR-2(a)	VZ-NYNJ-000489

Verizon New Jersey Inc. and Verizon New York Inc.
First Response to Information, Data, and Document Request
WC Docket No. 13-150
August 28, 2013

Request No.	Date Produced to NY PSC	Document File Name	Document Control Number
III.1	August 7, 2013	Supplemental Exhibit IR-5	VZ-NYNJ-000471 - VZ-NYNJ-000472
III.1	August 15, 2013	130815 Supplemental Responses to Staff IRs	VZ-NYNJ-000473 - VZ-NYNJ-000475
III.1	August 15, 2013	HIGHLY CONFIDENTIAL Second Supplemental Exhibit IR-2(a)	VZ-NYNJ-000490
III.1	August 15, 2013	HIGHLY CONFIDENTIAL Supplemental Exhibit IR-2(c)	VZ-NYNJ-000491
III.1	August 15, 2013	HIGHLY CONFIDENTIAL Supplemental Exhibit IR-2(e)	VZ-NYNJ-000492
III.1	August 15, 2013	HIGHLY CONFIDENTIAL Exhibit IR-2(f)	VZ-NYNJ-000493
III.1	August 15, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[12]	VZ-NYNJ-000476 – VZ-NYNJ-000477
III.1	August 15, 2013	HIGHLY CONFIDENTIAL Exhibit IR-4[13]	VZ-NYNJ-000478 – VZ-NYNJ-000479

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Joseph A. Post
Deputy General Counsel — New York



June 17, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Attached please find the Response of Verizon New York Inc. to Staff's first set of information requests. Please note that Exhibits 1A, 2, 3, 4, 5 and 6, and designated portions of the individual responses, are being provided to the Commission's Records Access Officer pursuant to a request for confidential treatment.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post". The signature is written in a cursive, slightly stylized font.

Joseph A. Post

cc: Keith Gordon, AAG

RESPONSE OF VERIZON NEW YORK INC. ("VERIZON") TO STAFF'S FIRST SET (DPS-1) OF INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS¹

Please note that Exhibits 1A, 2, 3, 4, 5 and 6, and designated portions of the individual responses, are being provided separately to the Commission's Records Access Officer pursuant to a request for confidential treatment under Article 6 of the Public Officers Law and the Commission's implementing regulations. The designated portions of the response are indicated by the bracketed notations "[[BEGIN CONFIDENTIAL INFORMATION]]" and "[[END CONFIDENTIAL INFORMATION]]." The confidential exhibits are indicated by a confidentiality notation on the first page or cover sheet.

IR-1

Prior to Superstorm Sandy, describe all copper and hybrid copper-fiber network facilities deployed from the Ocean Beach central office to provide voice and/or digital subscriber line (DSL) service to each of the communities identified in Verizon New York Inc.'s (Verizon or the Company) revised Certification #8 (i.e., Fair Harbor, Kismet, Ocean Beach, Saltaire, etc.).

- a) Identify by size and type (copper and fiber cable bundle sizes) the feeder and distribution facilities used on Fire Island.
- b) Identify facilities as underground, aerial (or both) and the number of working lines provided by each facility.

RESPONSE

The table below shows the available and working line counts just prior to Superstorm Sandy for each of the identified communities in the western portion of Fire

¹ These responses are sponsored jointly by Thomas Maguire and Ray Bendas.

Island.² There were a total of [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Available and working line counts for feeder cables leaving the Fire Island Central Office and serving the identified communities are provided below. [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

² Counts of “available” lines within different communities may overlap, since a pair can be terminated and be available to support service in more than one community, until it is assigned to a specific location.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IR-2

Describe the fiber optic and copper cable facilities traversing from the mainland to Fire Island.

RESPONSE

Fire Island is served by two separate interoffice fiber optic cables. One originates from the Babylon Central office and the other originates from the Bayshore Central Office. Both feed the Fire Island 5ESS switch in Ocean Beach. There are no copper interoffice cables.

IR-3

Identify the location of any fiber-fed electronic equipment (Lightspan, DLC, DSLAM, etc.) deployed remotely from the Ocean Beach central office. Provide the areas and number of customers served in each of the western Fire Island communities.

RESPONSE

The table below lists the four DLC remote sites serving the identified areas in the western portion of Fire Island. Three are Starspan cabinets and one is a Litespan remote cabinet. [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IR-4

Provide a complete and detailed description of the nature, cause and location of network facilities damaged on Fire Island serving the communities identified in Verizon's revised Certification. Identify all central office switching equipment building facilities, underground cables (fiber or copper), aerial cables (fiber or copper), poles, conduit and remote terminals, outside plant equipment (pair-gain/DLC/SLC, etc.), cabinets, terminal boxes, etc. Provide the number of working lines from affected facilities post-storm.

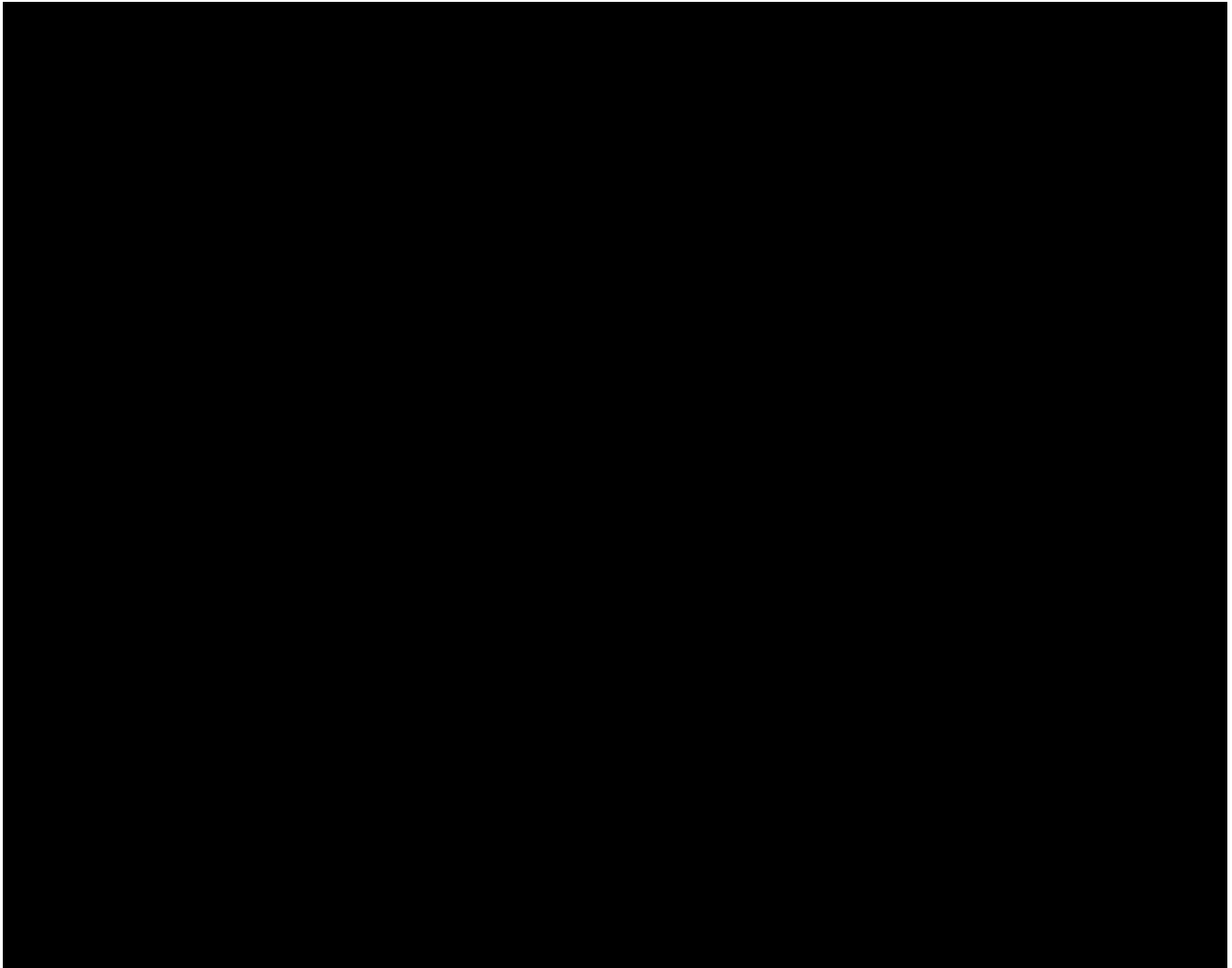
RESPONSE

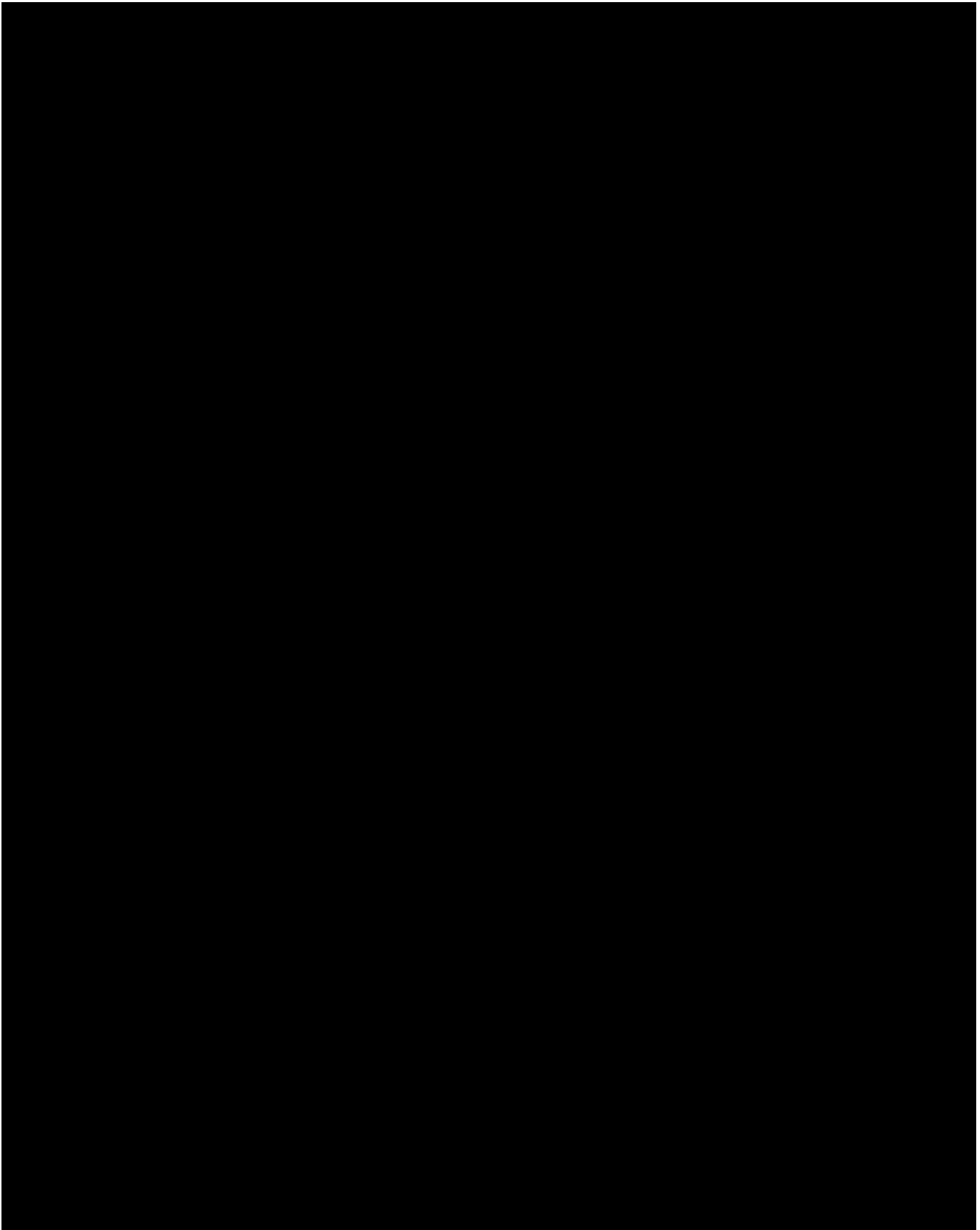
As a result of Hurricane Sandy, most of the western portion of Fire Island was submerged in several feet of ocean water, which penetrated all six of the buried feeder cables leaving the central office. Salt water quickly caused significant damage to the conductors in those cables. In addition, some cables were damaged from the shore and dune repair activities that were undertaken shortly after the storm.

The central office air dryer room suffered water damage that caused both air dryers to shut down during the storm. The loss of sustained air pressure quickly allowed the intrusion of ocean water into the copper cables, causing major failures.

The damage sustained by Verizon's facilities in the western portion of Fire Island is further described in the following table:

[REDACTED]







IR-5

Describe the factors or criteria used to determine whether network facilities were beyond repair and provide an overview of the processes, within the Company that led to a determination to deploy Voice Link on Fire Island instead of repairing the existing network. Explain how the criteria used for the Fire Island determination was similar or dissimilar to criteria the Company used for other storm damaged areas, such as lower Manhattan, where fiber optic network reconstruction was chosen to restore service.

RESPONSE

The key factors that may lead to a determination that network facilities in an area have been damaged beyond reasonable repair include the extent of the damage sustained and the difficulty of repair or restoration. Particular factors that led to such a determination with respect to the western portion of Fire Island included the number of locations at which salt water had infiltrated paper-insulated cables, the extent of the corrosion damage caused by the salt water, and the fact that the cables in question were buried under walks and paths, creating an obstacle to repair.³

Once a determination has been made that facilities were damaged beyond reasonable repair, the focus shifts to the most appropriate means for restoring service. Particular factors that were relevant to Verizon’s determination that Voice Link was the most appropriate option for restoring service in the western portion of Fire Island — supplemented by leaving in service any copper loops that remained functional and in some cases deploying new copper to municipal locations — are discussed in the Revised Certification of Mr. Sampedro, filed by

³ As noted in ¶ 7 of the Revised Certification submitted with Verizon’s tariff filing, “replacing [storm-damaged] facilities would require digging up the Island’s main road at repeated intervals.”

Verizon on May 10, 2013. (See particularly ¶¶ 7 and 8 of the Certification.) All of these factors were carefully considered by Verizon in formulating its service-restoration proposal.

Each area where significant storm damage has been sustained presents a unique set of facts, and has to be evaluated on its own merits. Lower Manhattan, for example, has a dense concentration of year-round business and residence customers that use a wide variety of landline services, some quite complex and specialized; and fiber-optic cabling had already been deployed to a significant extent in the area, both to support voice and data services and pursuant to obligations imposed by the company's cable franchise agreement with New York City.

IR-6

Provide all engineering reports, studies or other analyses used in making the determination not to repair existing facilities on Fire Island, including dates such reports, studies or other analyses were performed.

RESPONSE

As noted above, Verizon's outside plant facilities in the western portion of Fire Island sustained severe damage as a result of Hurricane Sandy. Verizon thoroughly investigated the state of the facilities to determine the extent of the damage and the difficulty of repair. The results of this review are discussed below; see also the responses to IR-4 and IR-5, above.

As a result of MLT (Mechanized Loop Testing) of the buried copper cables on Fire Island in November 2012, Verizon concluded that a large number of working circuits had metallic troubles such as hard grounds and cross battery. Field investigations made by our cable field maintenance forces confirmed the existence of water in all of the six buried copper feeder cables. The report of the MLT tests is provided as Confidential Exhibit 1A to this Response, and

photographs made after Hurricane Sandy documenting the condition of the outside plant are provided as Exhibits 1B and 1C.

As part of Verizon's attempts to restore service, the six main feeder cables were evacuated and exposed in a number of locations in an attempt to dry out the cables and begin identification of possible replacements for damaged sections. As more buried cable became exposed and existing sheath stripped back, it became apparent that very little of the buried cable had escaped significant water damage.

We have not located any formal reports or studies that documented the results of the field investigations.

IR-7

Provide support for cost and revenue estimates in the Company's revised Certification #8, to include pre-storm Fire Island revenues, post-storm estimates and how derived (including what assumptions were made regarding rebuilding all lines or a portion based upon penetration estimates).

RESPONSE

- (a) Cost estimates for Digital Loop Carrier system: See response to IR-8.
- (b) Cost estimates for a fiber (FiOS) network: See response to IR-8.
- (c) Cost estimates for deploying Voice Link: See response to IR-10.
- (d) Pre-storm revenues: See response to IR-11.
- (e) Post-storm revenues: See response to IR-11.

The cost studies assumed [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

IR-8

For the costs estimates identified in the revised Certification #8 for restoring wireline service, provide detailed support for both options, i.e., \$4.8 million for voice only digital loop carrier vs. \$6 million for fiber. Identify all investment and associated construction cost by equipment element/facility type with unit/mileage cost and quantity provided.

RESPONSE

See Confidential Exhibit 2.

IR-9

Provide detailed support of the costs associated with the installation of the distributed antennae system (DAS). Include investment and associated construction cost for make ready work, telephone poles, DAS equipment, backhaul cabling and other static and recurring costs necessary to provide the Voice Link service. Describe the arrangement between Verizon and Verizon Wireless regarding the DAS deployment expenses, operating expenses, ownership of facilities, etc., specifying costs to be allocated to Verizon vs. Verizon Wireless.

RESPONSE

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

IR-10

Provide support for the \$500,000 Voice Link service deployment cost identified in revised Certification #8.

RESPONSE

The \$500,000 cost estimate for installing Voice Link consists of [REDACTED] [REDACTED] [REDACTED] — the cost of the Voice Link devices themselves — plus [REDACTED] [REDACTED] [REDACTED] [REDACTED] for device installation and provisioning costs. An additional cost of [REDACTED] [REDACTED] [REDACTED] [REDACTED] would also be required for the deployment of copper loops to certain municipal locations.

IR-11

Provide documentation for the projected 2013 revenue estimate of “\$200,000 annually” referred to in revised Certification #8, as well as the actual revenues (regulated and non-regulated) received from the same customer base for the years, 2010, 2011 and 2012. Please include the customer counts for each year.

RESPONSE

The \$200,000 figure in paragraph 8 of the Revised Certification is not a revenue estimate but an earnings (EBITDA) estimate for a DLC POTS network for the year 2014. (The precise estimate is [REDACTED] [REDACTED] [REDACTED] [REDACTED]) As noted in the Revised Certification, earnings from such a network are expected to decline in the years following 2014. Backup for the earnings estimate is provided in Confidential Exhibit 3.

Revenue data for western Fire Island for 2011 and 2012 is provided in Confidential Exhibit 4. Revenue data for 2010, and the split between regulated and non-regulated revenues for 2011 and 2012, are not readily available.

IR-12

Provide support for the statement in the revised Certification #7 that future hurricanes or severe storms could destroy or damage wireline facilities.

RESPONSE

The statement is based on the company's experience with the impact of Hurricane Sandy on Fire Island and other parts of the State, on its very recent experience with the impacts of Hurricane Irene and Tropical Storm Lee, and on its general experience concerning the impact of weather events on network facilities.

IR-13

Identify and describe any pilots, testing, trials, consumer surveys, etc. conducted in New York or other states relating to Voice Link and/or its underlying technology and provide all resulting documentation, reports, analysis, etc.

RESPONSE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IR-14

Identify and describe all testing performed on Fire Island and results with regard to Voice Link deployment, including analysis of wireless signal strength, DAS placement and other technical analysis performed.

RESPONSE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IR-15

Describe all network modifications made, or to be made, by Verizon Wireless to accommodate Voice Link on Fire Island.

RESPONSE

See preceding response. In addition to a three-fold increase in back-haul capacity from the Ocean Beach cell site in order to handle anticipated wireless voice and data traffic, Verizon Wireless constructed a distributed antenna system (DAS) predominately located in Saltaire and Kismet (see preceding response). The DAS network was constructed with thirteen separate nodes strategically located on the western section of Fire Island.











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VZ-NYNJ-000022







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VZ-NYNJ-000026



**DOCUMENTS AT BATES NOS. VZ-NYNJ-000028 – VZ-NYNJ-000033
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000034 – VZ-NYNJ-000074
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

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Joseph A. Post
Deputy General Counsel — New York



June 21, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

In the course of reviewing our responses to Staff's first set of information requests, we discovered some errors in the tables provided in the response to IR-1. A revised response to IR-1 that corrects these errors is attached. The designated portions of the revised response are being provided to the Commission's Records Access Officer pursuant to a request for confidential treatment.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: Keith Gordon, AAG

**REVISED RESPONSE OF VERIZON NEW YORK INC. ("VERIZON") TO IR-1 OF STAFF'S
FIRST SET (DPS-1) OF INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS**

Please note that designated portions of the response are being provided separately to the Commission's Records Access Officer pursuant to a request for confidential treatment under Article 6 of the Public Officers Law and the Commission's implementing regulations. The designated portions of the response are indicated by the bracketed notations "[[BEGIN CONFIDENTIAL INFORMATION]]" and "[[END CONFIDENTIAL INFORMATION]]."

IR-1

Prior to Superstorm Sandy, describe all copper and hybrid copper-fiber network facilities deployed from the Ocean Beach central office to provide voice and/or digital subscriber line (DSL) service to each of the communities identified in Verizon New York Inc.'s (Verizon or the Company) revised Certification #8 (i.e., Fair Harbor, Kismet, Ocean Beach, Saltaire, etc.).

- a) Identify by size and type (copper and fiber cable bundle sizes) the feeder and distribution facilities used on Fire Island.
- b) Identify facilities as underground, aerial (or both) and the number of working lines provided by each facility.

REVISED RESPONSE

The table below shows the available and working line counts just prior to Superstorm Sandy for each of the identified communities in the western portion of Fire Island.¹ There were a total of [REDACTED]

[REDACTED]	
[REDACTED]	

¹ Counts of "available" lines within different communities may overlap, since a pair can be terminated and be available to support service in more than one community, until it is assigned to a specific location.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Available and working line counts for feeder cables leaving the Fire Island Central Office and serving the identified communities are provided below. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Joseph A. Post
Deputy General Counsel — New York



July 8, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Pursuant to 16 NYCRR §§ 5.3(d) and 5.4(c), please be advised that Verizon New York Inc. (“Verizon”) cannot respond to Staff’s second set of information requests within ten days, but that it expects to be able to respond by July 22. Pursuant to §§ 5.3(e) and 5.4(d), Verizon hereby submits its objections to the requests.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: Keith Gordon, AAG
Louis Barash, Esq.

OBJECTIONS OF VERIZON NEW YORK INC. ("VERIZON") TO STAFF'S SECOND SET OF INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS (THE "REQUESTS")

GENERAL OBJECTIONS

1. Certain of the Requests do not seek discovery within the meaning of Part 5 of the Commission's Rules, but rather seek to impose ongoing reporting obligations. For example, the 1-hour or 24-hour notification periods set forth in certain of the requests are inconsistent with the time periods allowed for discovery responses under the Commission's rules. As such, the requests are not authorized by the Rules.

2. Certain of the Requests seek information that is not within the custody or control of Verizon (*i.e.*, Verizon New York Inc.), but rather of Verizon Wireless, a separate entity that is not a party to this proceeding. These Requests are directed to Verizon and not to Verizon Wireless, and in any event the Rules impose the obligation of responding to interrogatories only upon parties. *See* 16 NYCRR § 5.3(a); *see also id.* § 5.4(a). Subject to this objection, and without waiving it, Verizon states that it is determining what, if any, information may be made available that is responsive to these Requests.

3. Certain of the Requests seek information in a form that is not compiled in the ordinary course of business, and that could be compiled, if at all, only through an unduly burdensome study within the meaning of Rule 5.8(c).

4. Verizon objects to these Requests to the extent that they seek information related to services other than Voice Link (such as Verizon-Wireless-provided cellular service and Verizon-provided landline POTS service), on the grounds that the Requests are to that extent unduly broad, unreasonably burdensome, not reasonably tailored to the needs of this

proceeding, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence.

6. Verizon objects to these Requests to the extent that they seek data on wireless-network metrics, on the grounds that the Requests are to that extent unduly broad, unreasonably burdensome, not reasonably tailored to the needs of this proceeding, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence, because such data does not necessarily correlate with customer impact.

IR-1

For the period of May 1, 2013 through October 31, 2013, please provide the following network outage/impairment and operational performance information on a real-time, or near real-time basis. For outages/impairments, standard Department reporting protocols expect carriers to notify staff within 1 hour of being recognized by the service provider. For cell tower utilization levels exceeding 90% for more than 30 minutes on a given day, please provide a summary to staff no later than 24 hours after the event has cleared:

- a. Network outages/events/congestion impacting Fire Island POTS, Voice Link or Verizon wireless customers;
- b. Instances when the utilization level at any of the cell towers located on, or providing coverage to Fire Island reaches 90% for more than 30 minutes;
- c. Instances when any of the cell towers located on, or providing coverage to Fire Island loses commercial power, goes on back-up battery or generation, or goes out of service.

OBJECTIONS:

See General Objections.

Subject to Objection Nos. 1 and 4, and without waiving them, Verizon agrees to provide the outage reports requested in Part (a) of this Request for its Fire Island POTS customers, to the extent such data is reasonably available.

IR-2

For the period of May 1, 2013 through October 31, 2013, please provide the following data on a monthly basis. Monthly data should be provided to staff within 10 days after the close of each full month:

- a. All monthly service quality data as typically provided, but specific to Fire Island POTs and Voice Link customers;
- b. Separate CTRR data based on number of active Voice Link units/subscribers;
- c. Summary of copper maintenance work associated with copper service; disconnects (i.e., drops disconnected, removed, isolated at NID, etc.);
- d. Number of Voice Link installations per month; installation summary (i.e., whether request for new installation, replacement as result of damaged/inoperable copper, etc.);
- e. Number of Voice Link service calls, with descriptive information of the problem on a per-service call basis;
- f. Number of requests to discontinue Voice Link and reason (i.e., return to wired service, other);
- g. Number of dropped call attempts or fast busy situations experienced by Voice Link customer;
- h. Summary of wireline, Voice Link, and wireless 911 call volumes and 911 call completion performance for Fire Island callers;
- i. Dates and duration of down time (offline/inoperable) per DAS antenna, and causes;
- j. Dates and duration of down time (offline/inoperable), per cell tower located on or providing coverage on Fire Island, and causes;
- k. DAS antenna utilization data available on a per-antenna basis;
- l. Cell tower utilization rate data that indicates daily low- point and peak usage, and time of day; on an individual tower basis, for a) towers located on Fire Island, and, b) towers on Long Island providing coverage on Fire Island.

OBJECTIONS:

See General Objections. Subject to such objections, and without waiving them, Verizon will provide the information requested in Parts (a) through (f), to the extent reasonably available. With respect to Part (c), however, please note that Verizon generally does not dispatch for removal, isolation, or disconnection of drops when a customer terminates service. Also note that not all of this data requested in Parts (a) through (f) is tracked through existing metrics reporting systems, and in some cases such data may have to be compiled manually or estimated using readily available data.

IR-3

Please provide the historical cell tower utilization data, on an individual monthly basis, for the months of May 2011 through October 2011, and May 2012 through October 2012.

OBJECTIONS:

See General Objections.

140 West Street
27th Floor
New York, NY 10007-2109
(212) 321-8126
joseph.a.post@verizon.com

Joseph A. Post
Deputy General Counsel — New York



July 8, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Pursuant to 16 NYCRR §§ 5.3(d) and 5.4(c), please be advised that Verizon New York Inc. (“Verizon”) cannot respond to Staff’s third set of information requests within ten days, but that it expects to be able to respond by July 22. Pursuant to §§ 5.3(e) and 5.4(d), Verizon hereby submits its objections to the requests.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: Keith Gordon, AAG
Louis Barash, Esq.

OBJECTIONS OF VERIZON NEW YORK INC. ("VERIZON") TO STAFF'S THIRD SET OF INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS (DPS-3)

IR-3

Please provide the following information for all Voice Link devices/services that have been installed at any customer premises locations outside of the Western Fire Island area:

- a. Customer address
- b. Date Voice Link Installed
- c. Reason Voice Link Installed
- d. Was customer advised Voice Link service was optional or not
- e. Voice Link Service Calls/Repairs identified by location, date, reason for service visit, repair action taken
- f. If applicable to any locations, date Voice Link was uninstalled/disconnected and reason for termination

OBJECTIONS:

Verizon objects to this interrogatory to the extent that provision of such information could violate the Electronic Communications Privacy Act, 18 U.S.C. §§ 2701, *et seq.*, absent individual customer consent or other circumstances sufficient to meet the requirements of the statute. Subject to such objection, and without waiving it, Verizon will provide all of the information requested, except that in place of customer address, it will indicate the general area in which the service was installed, at a level that will not disclose the customer's identity (*e.g.*, neighborhood or town/village).

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Joseph A. Post
Deputy General Counsel — New York



July 22, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Attached please find the Response of Verizon New York Inc. to Staff's Second Set of Information Requests. Please note that certain of the exhibits to this Response are being provided to the Commission's Records Access Officer pursuant to a request for confidential treatment.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: Keith Gordon, AAG (subject to confidentiality agreement)
Louis Barash, Esq. (subject to confidentiality agreement)

**RESPONSE OF VERIZON NEW YORK INC. ("VERIZON") TO
STAFF'S SECOND SET (DPS-2) OF INFORMATION REQUESTS**

Please note that certain of the exhibits to this Response are being provided separately to the Commission's Records Access Officer pursuant to a request for confidential treatment under Article 6 of the Public Officers Law and the Commission's implementing regulations. Confidential exhibits have file names that include the word "CONFIDENTIAL" and have a confidentiality notation on the first page or cover sheet.

GENERAL OBJECTIONS TO THE SECOND SET OF INFORMATION REQUESTS [PREVIOUSLY SUBMITTED]:

1. Certain of the Requests do not seek discovery within the meaning of Part 5 of the Commission's Rules, but rather seek to impose ongoing reporting obligations. For example, the 1-hour or 24-hour notification periods set forth in certain of the requests are inconsistent with the time periods allowed for discovery responses under the Commission's rules. As such, the requests are not authorized by the Rules.
2. Certain of the Requests seek information that is not within the custody or control of Verizon (*i.e.*, Verizon New York Inc.), but rather of Verizon Wireless, a separate entity that is not a party to this proceeding. These Requests are directed to Verizon and not to Verizon Wireless, and in any event the Rules impose the obligation of responding to interrogatories only upon parties. *See* 16 NYCRR § 5.3(a); *see also id.* § 5.4(a). Subject to this objection, and without waiving it, Verizon states that it is determining what, if any, information may be made available that is responsive to these Requests.
3. Certain of the Requests seek information in a form that is not compiled in the ordinary course of business, and that could be compiled, if at all, only through an unduly burdensome study within the meaning of Rule 5.8(c).
4. Verizon objects to these Requests to the extent that they seek information related to services other than Voice Link (such as Verizon-Wireless-provided cellular service and Verizon-provided landline POTS service), on the grounds that the Requests are to that extent unduly broad, unreasonably burdensome, not reasonably tailored to the needs of this proceeding, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence.
6. Verizon objects to these Requests to the extent that they seek data on wireless-network metrics, on the grounds that the Requests are to that extent unduly broad,

unreasonably burdensome, not reasonably tailored to the needs of this proceeding, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence, because such data does not necessarily correlate with customer impact.

IR-1

For the period of May 1, 2013 through October 31, 2013, please provide the following network outage/impairment and operational performance information on a real-time, or near real-time basis. For outages/impairments, standard Department reporting protocols expect carriers to notify staff within 1 hour of being recognized by the service provider. For cell tower utilization levels exceeding 90% for more than 30 minutes on a given day, please provide a summary to staff no later than 24 hours after the event has cleared:

- a. Network outages/events/congestion impacting Fire Island POTS, Voice Link or Verizon wireless customers;
- b. Instances when the utilization level at any of the cell towers located on, or providing coverage to Fire Island reaches 90% for more than 30 minutes;
- c. Instances when any of the cell towers located on, or providing coverage to Fire Island loses commercial power, goes on back-up battery or generation, or goes out of service.

OBJECTIONS [PREVIOUSLY SUBMITTED]:

See General Objections.

Subject to Objection Nos. 1 and 4, and without waiving them, Verizon agrees to provide the outage reports requested in Part (a) of this Request for its Fire Island POTS customers, to the extent such data is reasonably available.

RESPONSE

a. Verizon will provide outage reports for its POTS service on Fire Island, consistent with the standard outage reporting protocols utilized by Verizon in other parts of its service area. No reportable events with respect to such service have occurred since May 1, 2013. With respect to the requested reports for other services, see General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

b. See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

c. See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

IR-2

For the period of May 1, 2013 through October 31, 2013, please provide the following data on a monthly basis. Monthly data should be provided to staff within 10 days after the close of each full month:

- a. All monthly service quality data as typically provided, but specific to Fire Island POTs and Voice Link customers;
- b. Separate CTRR data based on number of active Voice Link units/subscribers;
- c. Summary of copper maintenance work associated with copper service; disconnects (i.e., drops disconnected, removed, isolated at NID, etc.);
- d. Number of Voice Link installations per month; installation summary (i.e., whether request for new installation, replacement as result of damaged/inoperable copper, etc.);
- e. Number of Voice Link service calls, with descriptive information of the problem on a per-service call basis;
- f. Number of requests to discontinue Voice Link and reason (i.e., return to wired service, other);
- g. Number of dropped call attempts or fast busy situations experienced by Voice Link customer;
- h. Summary of wireline, Voice Link, and wireless 911 call volumes and 911 call completion performance for Fire Island callers;
- i. Dates and duration of down time (offline/inoperable) per DAS antenna, and causes;
- j. Dates and duration of down time (offline/inoperable), per cell tower located on or providing coverage on Fire Island, and causes;
- k. DAS antenna utilization data available on a per-antenna basis;

- I. Cell tower utilization rate data that indicates daily low- point and peak usage, and time of day; on an individual tower basis, for a) towers located on Fire Island, and, b) towers on Long Island providing coverage on Fire Island.

OBJECTION [PREVIOUSLY SUBMITTED]:

See General Objections. Subject to such objections, and without waiving them, Verizon will provide the information requested in Parts (a) through (f), to the extent reasonably available. With respect to Part (c), however, please note that Verizon generally does not dispatch for removal, isolation, or disconnection of drops when a customer terminates service. Also note that not all of this data requested in Parts (a) through (f) is tracked through existing metrics reporting systems, and in some cases such data may have to be compiled manually or estimated using readily available data.

RESPONSE

- a. Verizon will report this data, to the extent reasonably available. CTRR, OOS>24, and SA>48 statistics for Fire Island May and June 2013 are provided in CONFIDENTIAL EXHIBIT IR-2(a). Call-center answer time data is not readily available on a Fire-Island-only basis.
- b. See response to Part (a), above.
- c. See Objection, above and response to Part (f), below. Verizon will report this data, to the extent reasonably available. Maintenance data for copper customers on Fire Island for May and June 2013 is provided in CONFIDENTIAL EXHIBIT IR-2(c).
- d. Verizon will report this information to the extent available. There were 251 installations on Fire Island in May and 171 in June. Verizon's installation records do not indicate the reason for these installations (*e.g.*, whether the Voice Link service was a replacement for an out-of-service copper line).
- e. Verizon will report this information to the extent available. See CONFIDENTIAL EXHIBIT IR-2(a), Cell C5 for each month, and CONFIDENTIAL EXHIBIT IR-2(e), which provides details for each Fire Island/Voice Link service calls in May and June.

f. Verizon will report this information to the extent available. There was one disconnection in Fire Island in May, and three in June. The reasons for the disconnections were not reported.

g. See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

h. Between May 12 and May 31 there were 16 completed landline 911 calls originating on Fire Island, and there were 65 such calls in June. (Data is not readily available for the first part of May.) No data is readily available on whether there were any unsuccessful landline 911 call attempts.

See General Objection 2. Verizon is still engaged in determining what, if any, information concerning non-wireline services may be made available in response to this Request.

i. See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

j. See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

k. See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

l. See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

IR-3

Please provide the historical cell tower utilization data, on an individual monthly basis, for the months of May 2011 through October 2011, and May 2012 through October 2012.

OBJECTIONS [PREVIOUSLY SUBMITTED]:

See General Objections.

RESPONSE

See General Objection 2. Verizon is still engaged in determining what, if any, information may be made available in response to this Request.

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Joseph A. Post
Deputy General Counsel — New York



July 22, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Attached please find the Response of Verizon New York Inc. to Staff's Third Set of Information Requests. Please note that certain of the exhibits to this Response are being provided to the Commission's Records Access Officer pursuant to a request for confidential treatment.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post". The signature is written in a cursive, slightly stylized font.

Joseph A. Post

cc: Keith Gordon, AAG (subject to confidentiality agreement)
Louis Barash, Esq. (subject to confidentiality agreement)

**RESPONSE OF VERIZON NEW YORK INC. ("VERIZON") TO
STAFF'S THIRD SET (DPS-3) OF INFORMATION REQUESTS**

Please note that certain of the exhibits to this Response are being provided separately to the Commission's Records Access Officer pursuant to a request for confidential treatment under Article 6 of the Public Officers Law and the Commission's implementing regulations. Confidential exhibits have file names that include the word "CONFIDENTIAL" and have a confidentiality notation on the first page or cover sheet.

IR-1

With respect to Verizon Revised IR-1 response, dated June 21, 2013, please provide the following clarifying information:

- a. The Cable Facilities Table on page 4 of the response does not include any data regarding Copper Cable 9202. Cable 9202 was previously identified by Verizon as an 1100-pair copper facility, with two working pairs and 0 defective pairs. Verizon's most recent IR-1 response does not include this cable data. Please include an updated table which includes Cable 9202 data.
- b. Copper Cable 9206 was previously identified as a 100-pair copper facility. IR-1 response now identifies Cable 9206 as a 200-pair copper facility. Please verify the pair count of Cable 9206, and explain the reason for the discrepancy.
- c. The optical fiber cable served from the Ocean Beach Central Office was previously identified as having 1,119 working lines, and 0 defective lines. IR-1 response indicates, in text and in table form, two different numbers of working lines for this optical cable: 840 available lines in table form, and 792 available lines in text form. Please verify the number of available, working, and defective lines in the optical cable, and explain reason(s) for the discrepancies.

RESPONSE

- a. Consistent with the scope of Staff's information request, Verizon's response to IR-1 only purported to provide information on cables serving the identified communities in the

western portion of Fire Island. The 9202 cable, pairs 1-1100, serves the *eastern* section of Fire Island, which is outside of the communities in the identified areas.

b. The 9206 cable is in fact a 200 pair cable. Any confusion over the size of this cable may have resulted from the fact that 100 of its pairs were MLT tested shortly after Superstorm Sandy. (See CONFIDENTIAL Exhibit 1A to Staff's First Set of Information Requests.)

c. The reference in the narrative portion of the response to 792 lines excludes 48 lines in a single remote terminal cabinet that are included in the table, but that can only serve the LIPA substation in Ocean Beach (because of high-voltage protection rules). (See the first paragraph of Verizon's revised response to the request.) Those 48 lines are thus unavailable for use by Fire Island residents or businesses.

IR-2

There are two tables on page 3 of the IR-1 response, with the top table relative to copper cable facilities, and the bottom table relative to fiber optic cable facilities. Please provide clarifying information regarding these two tables as follows:

- a. The copper cable table shows that the spare cable pairs in the copper cable facilities serving the 11 identified communities¹ is approximately 16% of the total available pairs in those cables. However, in specific communities such as Fair Harbor, Kismet, Robins Rest and Lonelyville, the percentage of spare pairs ranges from 21% to 66% of the total available pairs. Also, the number of working pairs in many locations is small compared to the total available pairs in the cables, despite the number of defective pairs reported by the company. Please explain why Verizon is not utilizing existing spare cable pairs, and performing routine cable maintenance in any communities, to restore wireline services to customers that do not request or desire Voice Link service.
- b. The fiber cable table shows spare cable pairs in the fiber facilities serving the Ocean Beach, Lonelyville, Fair Harbor and Kismet communities is approximately 73% of the total available pairs in those fiber cables. By individual community,

¹ The 11 communities are Point of Woods, Ocean Bay Park, Seaview, Ocean Beach, Robins Rest, Atlantique, Lonelyville, Dunewood, Fair Harbor, Saltaire, and Kismet.

the percentage of spare pairs ranges from 62% to 94% of the total available pairs. Please explain why Verizon is not utilizing existing spare fiber pairs in any of the four named communities to restore wireline services to customers that do not request or desire Voice Link service.

RESPONSE

a. As requested by Staff, the data in the two tables relates to the status of the facilities *prior to* Superstorm Sandy. That status has changed significantly as a result of the storm, a fact that is clearly shown in the MLT test results provided in Exhibit 1A. Although some working lines were initially restored by Verizon's maintenance forces, the company believes that over time all buried copper cables will fail as a result of the salt water intrusion found in the cores of those cables.

b. DLC and all-copper facilities are terminated at separate sets of cross-boxes. Generally the desired relief approach for DLC facilities is to limit the termination to a single cross-box. Thus, the DLC facilities could not be extended from their current cross-box to a different cross-box used for copper facilities, in order to provide service to a customer previously served by an all-copper loop.

Also, the presence of spare fiber will not by itself enable the company to provide service even to another customer within the area served by the cross-box. In general, substantial additional investment in DLC electronics, both in the field and in the central office, would be required to provide DLC-based service to additional customers. Additional costs would be associated with the powering and maintenance requirements of the additional DLC systems.

IR-3

Please provide the following information for all Voice Link devices/services that have been installed at any customer premises locations outside of the Western Fire Island area:

- a. Customer address
- b. Date Voice Link Installed
- c. Reason Voice Link Installed
- d. Was customer advised Voice Link service was optional or not
- e. Voice Link Service Calls/Repairs identified by location, date, reason for service visit, repair action taken
- f. If applicable to any locations, date Voice Link was uninstalled/disconnected and reason for termination

OBJECTIONS [PREVIOUSLY SUBMITTED]:

Verizon objects to this interrogatory to the extent that provision of such information could violate the Electronic Communications Privacy Act, 18 U.S.C. §§ 2701, *et seq.*, absent individual customer consent or other circumstances sufficient to meet the requirements of the statute. Subject to such objection, and without waiving it, Verizon will provide all of the information requested, except that in place of customer address, it will indicate the general area in which the service was installed, at a level that will not disclose the customer's identity (*e.g.*, neighborhood or town/village).

RESPONSE

See objection. Verizon is collecting this information, and expects to have it available by July 26. Not all of the requested information may be available; for example, as noted in the response to IR-2(f) in Staff's Second Set of Information Requests, a customer's service records do not always include the reason for termination of service.

IR-4

Please provide any marketing materials, scripts, and/or training materials in use by Verizon employees or contracted third party workers to inform customers about Voice Link service.

RESPONSE

See CONFIDENTIAL EXHIBIT IR-4[1] through CONFIDENTIAL EXHIBIT IR-4[11], which are the current versions of responsive materials used in connection with Voice Link deployments in Fire Island and/or those elsewhere in the State. These materials are under review to determine whether any modifications or clarifications are warranted.

IR-5

Please provide copies of any documentation provided to customers agreeing to accept Voice Link service outside of Western Fire Island, including Terms of Service Agreements. If there are any material differences between documentation and Terms of Service agreements for Western Fire Island customers, and customers in any other areas of New York State, please identify and explain those differences.

RESPONSE

See the following exhibits, which are the current versions of documentation being provided to Voice Link customers:

- Exhibit IR-5[1]: Terms of Service for Fire Island Voice Link customers. (This is the revised version that replaces copies distributed to some customers previously.)
- Exhibit IR-5[2]: Terms of Service for other Voice Link customers.
- Exhibit IR-5[3]: Voice Link user guide
- Exhibit IR-5[4]: Voice Link battery flyer
- Exhibit IR-5[5]: Safety pamphlet

The only difference between the written documentation provided to customers on Fire Island and to those in other parts of the State is that Fire Island customers are provided with the modified Terms of Service approved by the Office of Telecommunications on June 12, 2012, while other Voice Link customers are provided with the original (“national”) version of the Terms of Service. The key substantive differences between the two Terms of Service

documents are in the introductory paragraphs and in paragraphs 1(b), 1(i), 3(c), 4(d) through 4(h), 5, 6, 7, 9(a), 9(b), 12, 13(a), 13(f), and 15 (based on the paragraph numbering of the “national” agreement). Also, the Fire Island Terms of Service document includes a new paragraph (numbered 12 in that document) that does not appear in the national Terms of Service.

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000100 – VZ-NYNJ-000135
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000136 – VZ-NYNJ-000256
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000257 – VZ-NYNJ-000273
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000274 – VZ-NYNJ-000341
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000342 – VZ-NYNJ-000343
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000344 – VZ-NYNJ-000347
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000348 – VZ-NYNJ-000350
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000351 – VZ-NYNJ-000353
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000354 – VZ-NYNJ-000406
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000407 – VZ-NYNJ-000422
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

VERIZON VOICE LINK® TERMS OF SERVICE

Welcome to Verizon Voice Link Service.

Please read this agreement carefully before filing it in a safe place for future reference.

In this Agreement ("Agreement"), "you" and "your" mean the customer of Verizon Voice Link Service ("Service(s)") defined below, and "Verizon," "we," "our," and "us" mean Verizon New York Inc., the company that is providing you with Service. You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. Providing false or incorrect information may result in Service provisioning delays or the inability of a 911-dialed call to be correctly routed to emergency response center personnel.

This Agreement incorporates the terms of your Calling Plan, which is the specific Plan that you chose to purchase from among the Calling Plans available for the Service. Your Calling Plan includes your monthly service allowances, features and pricing. To the extent that there is a conflict between this Agreement and your Calling Plan, the terms in your Calling Plan will govern. The terms of each of the Calling Plans available for the Service, including your Calling Plan, are available online at www.verizon.com/tariffs/westfireisland.

Certain sections of this Agreement refer to the "Tariff," for example by stating that a particular term of the Agreement is "as set forth in" or "in accordance with" the Tariff. "Tariff" means the relevant provisions of Verizon Tariff PSC No. 1, Section 1, as amended from time to time. The Tariff is available online at <http://www22.verizon.com/tariffs/>. Such references are intended only to incorporate the text of the applicable provision(s) of the Tariff as if they had been set forth verbatim in this document, and thus to make the substance of those provisions binding and enforceable under applicable contract law as terms of this Agreement. Such incorporation is not intended in any way to make this Agreement part of the Tariff.

Where the Service is the only Verizon voice service available to you, if required by applicable law or regulation, (a) Verizon will adhere to any requirements relating to customer protection, customer complaints, service quality, safety and reliability that apply to tariffed local exchange service; and (b) in the event of a conflict between any term herein and such requirements, such requirements shall govern except to the extent Verizon is permitted by the Public Service Commission or other court or agency with jurisdiction to modify such requirements as they apply to the Service.

This Agreement becomes binding when you accept this Agreement. You accept this Agreement and Verizon's terms and charges when you subscribe to, use or pay for the Services or tell us orally or through written or electronic means that you accept the Agreement.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT. YOU WILL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH THE SERVICE UNTIL THE SERVICE CANCELLATION DATE.

1) **SERVICE DESCRIPTION**

- a) Verizon Voice Link Service is a wireless voice service that provides unlimited domestic nationwide calling. For purposes of this Agreement, the term "Service" shall mean Verizon Voice Link Service, including all software, equipment and other features, products and services provided by Verizon under your Calling Plan.
- b) The Service is not compatible with fax machines, DVR services, credit card machines, medical alert or other monitoring services or High Speed or DSL Internet services.
- c) If the Service Device (the "Device") is connected to a cordless phone base station, any extension phones compatible with that base station can also use the Service. If the Device is installed by a Verizon technician, the installation process will confirm that jacks utilized for telephone service within the home at the time of installation are functional with the Service.
- d) The Device may not be compatible with certain monitored home security systems. Please check with your home security system provider to confirm the compatibility requirements of your home security system.
- e) The Device must be connected to cordless or corded telephone hardware, as described in the Welcome Package. Never place any USB or other connector into the USB port of the Device under any circumstances. Doing so may damage the Device and negate its warranty. The USB port is designed for diagnostic purposes only, and is not intended for customer use.
- f) The Service requires 10-digit dialing.
- g) The Service does not allow the Customer to make 500, 700, 900, 950, 976, 0, 00, 01, 0+, calling card or dial-around calls (e.g., 10-10-XXXX). The Service does not allow the Customer to accept collect calls or third number billed calls. The Company will not bill any charges on behalf of other carriers. You must have an International Calling Plan in order to make international calls.
- h) The Service is subject to the availability of adequate wireless coverage throughout your home, and is not available in all locations. Verizon will initially verify that adequate coverage is available at the location where the Device is placed in your home.

2) **SERVICE USE AND LIMITATIONS; CUSTOMER OBLIGATIONS**

- a) **Use of Service.** You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission. You may not resell, assign or otherwise transfer the Service or Agreement to any other person for any purpose, or make any change for the use of the Service, without express written permission from Verizon in advance.
- b) **Loss of Service Due to Power Failure.** You are responsible for providing the commercial power necessary for the Service to operate. The Device includes a rechargeable battery back-up that provides up to 36 hours of standby power for your

Service with up to 2.5 hours of talk time in the event of a commercial power outage. After the battery is exhausted, the Service (including 911 dialing) will not function until power is restored. In addition, if the landline phone to which the Device is connected requires external electrical power to operate, the Service (including 911 dialing) will not be available during a power outage even if the back-up battery is functional. A power failure or disruption may require you to reset or reconfigure equipment prior to using the Service.

- c) **International Calling, Directory Listings and Directory Assistance.** The current charges and rates for directory listings, international calling and directory assistance, as well as the available options, terms and conditions for these services can be found at www.verizon.com/tariffs/westfireisland. We may require that you provide us your consent in the form we specify before including your phone number(s) in our directory or directory assistance service. By agreeing to list your phone number(s) in Verizon's directory and/or directory assistance, you will be consenting to have your number included in a publicly available directory and your telephone number may be sold or licensed as part of a list of customers in accordance with applicable laws. Information on current rates is also available from Verizon Customer Service at 1-800-VERIZON (1-800-837-4966).
- d) For additional technical information on the Device, please see the Product Safety and Information booklet that you received with your Device. We will provide a one year replacement warranty for the battery back-up included with your Device. After the expiration of the one year period, you are responsible for replacing the back-up battery as needed.
- e) **Notice of Changes.** You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, Email address, telephone number, and credit card number and expiration date). FAILURE TO PROVIDE NOTICE OF ANY NAME OR ADDRESS CHANGES COULD RESULT IN THE FAILURE OR DELAY OF THE EMERGENCY RESPONSE TO A 911 CALL. You acknowledge and agree that Verizon will be sending you notices and information about the Service and your account via Email or as provided in Section 5 below.
- f) **Ownership of Device.** You acknowledge and agree that at all times ownership of the Device shall remain with us and that this Agreement allows you to use the Device only in connection with your receipt and use of the Service. We will repair and maintain the Device owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Device, in which case you will be financially responsible for the repair or replacement of the damaged Device. You also agree that the Device will not be serviced by anyone other than our employees or our designated agents or representatives. Except as otherwise instructed by Verizon, upon termination of the Service you are responsible for returning the Device to us in an undamaged condition. Failure to return the Device within 30 days as instructed by Verizon, or returning the Device in a damaged condition (subject only to reasonable wear and tear), may result in our charging you an unreturned equipment fee. If instructed by Verizon to leave the Device in place, then you must not remove the Device and you will not be charged an unreturned equipment fee as long as the Device is left in place in reasonable condition (subject only to reasonable wear and tear).

3) **REVISIONS TO TERMS AND PRICING**

From time to time, we may revise the terms and conditions of this Agreement and the prices for the Service. Such revisions will be subject to the provisions of Section 1(C)(3) of the Tariff. Increases to the prices or material revisions to the Agreement shall be effective no sooner than 30 days after we provide notice to you in accordance with Section 5 below. If you do not agree to Verizon's revision(s), you must terminate your Service immediately in accordance with this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.

4) **PRICING AND PAYMENT**

- a) **Prices and Fees.** You agree to pay us for the Service at the prices and charges that are billed to you. Billing for the Service will begin automatically upon activation of the Service. Monthly recurring charges will be billed one month in advance. The charges for any particular call will depend on a number of factors which include, for example, your Calling Plan, call duration, and type of call (e.g., domestic or international). International calls to certain types of phone numbers (e.g., mobile numbers) may be subject to additional charges. If you activate certain features, such as three-way calling or call forwarding, additional per minute or international charges may be incurred. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your Voice Link Service. All charges due are payable in immediately available U.S. dollars.
- b) **Call rounding/detail.** For Calling Plans with per minute measured usage, including international dialing, all calls are rounded up to the next highest minute and billed accordingly. Your call detail may not appear on your monthly paper bill or your charge card statement.
- c) **Taxes and Other Charges.** Verizon also may charge you for any applicable taxes, fees, surcharges, account set-up fees or other charges made using the Service, unless you can show with documentation satisfactory to us that you are exempt from these charges. We will not provide advance notice of changes to taxes, surcharges and fees, except as required by applicable law.
- d) **Payment.** Provisions relating to payment, including without limitation late payment charges, means of payment, credit issues, and deposit requirements; and provisions relating to suspension or termination of service for non-payment or other reasons, and to restoration following such suspension or termination, will be as set forth in the Tariff.

5) **NOTICES**

Verizon's notices to you under this Agreement will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, E-mail to an address provided by you, voicemail, letter using United States mail or call to your billed telephone number and such notices are deemed given upon delivery.

6) **PRIVACY POLICY**

- a) The Service may use, in whole or in part, a managed data network, the public internet and third-party networks to transmit voice and other communications. Verizon will take reasonable measures with respect to the secure transmission of the Service. Verizon will treat your personal information in accordance with its Privacy Policy available at www.verizon.com/privacy and the terms of this

Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of information about your account and your use of the Service. In the event of a conflict between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control.

- b) In the course of providing Services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address, and phone number.) We may use this information, without further authorization by you, to offer you: (i) services of the type you already purchase from us, and (ii) the full range of products and services available from Verizon and other Verizon companies that may be different from the type of services you currently buy from us. Use of your information will permit us to offer you a package of services tailored to your specific needs. Without further authorization by you, we may also share your information with other Verizon companies with whom you already have an existing service relationship.

7) **LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES**

- a) **In the absence of gross negligence or willful misconduct by Verizon, our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from any acts, errors, interruptions, omissions, delays, defects, or failures of 911 services or emergency personnel, whether caused by our negligence or otherwise, shall not exceed the amount of our charges for such Services during the affected period of time. This limitation of liability is in addition to any other limitations contained in this Agreement.**
- b) **Service Outage Due to Suspension of Your Account.** You agree that a Service outage due to suspension of your account as a result of billing issues will prevent ALL Service, including any 911 dialing and associated emergency response services.
- c) **Potential Limitations.** You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, or other features programmed and in use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.
- d) **Additional Service Limitations that Apply in the Event that Verizon Cannot Route Your 911 Call Directly to the Appropriate Emergency Service Provider.** If, for any reason, Verizon cannot directly route your 911 call to the appropriate emergency service provider, your 911 call may be routed to a Verizon operator. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you

are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the Verizon operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.

- e) **If the Device is moved or relocated from your Service location it may not function properly. Any movement of the Device from your Service location will impair your ability to receive emergency services when dialing 911, including the transmission of an incorrect address to emergency personnel.**

8) **SOFTWARE LICENSES AND THIRD-PARTY SERVICES**

- a) We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and Software on your computer or the Equipment, and you agree to permit such changes and access to your computer and the Equipment. You may use the Software only in connection with the Service and for no other purpose.
- b) Certain Software may be accompanied by an end-user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
- c) For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, nontransferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third-party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third-party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- d) Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of the Software.

9) **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- a) THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, MAKE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING YOUR SERVICE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.
- b) IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES; OR (2) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- c) VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD-PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE, UPGRADE, SHORTAGE, RELOCATION OR MODIFICATION; (3) EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (4) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL.
- d) VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.
- e) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT TO EFFECT THE ORIGINAL INTENT AS CLOSELY AS POSSIBLE.
- f) VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE

OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

10) **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; or (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet.

11) **GENERAL PROVISIONS**

- a) All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.
- b) Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.
- c) We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed. This Agreement is not for the benefit of any third party except Verizon's parents, affiliates, subsidiaries, agents and predecessors and successors in interest.
- d) If any of the terms or conditions in this Agreement are held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.
- e) Except as otherwise required by law, you and Verizon agree that the substantive laws of the state of your billing address, without reference to its principles of conflicts of laws, will be applied to govern and construe all of the rights and duties of the parties under this Agreement, except as otherwise required by law or to the extent such state law is pre-empted by applicable federal law, including the rules and regulations of the Federal Communications Commission.
- f) We reserve the right to modify the Service to reflect any change in any governing law, underlying network service or component affecting the Service.
- g) Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.

- h) This Agreement, including all attachments and all other policies which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.
- 12) Our goal is to satisfy our customers and we welcome opportunities to improve our service. If you have a problem or complaint, call your service representative. Verizon service representatives are trained to properly investigate and resolve problems fairly. If you are not satisfied after that, ask to speak to a supervisor or manager. If the problem still exists, call out President's Office at 1.800.483.7899, 9am-5pm, Monday through Friday. Or you may write to the President's Office at: Verizon, 23rd floor, 140 West Street, NY, NY 10007. If you are not satisfied after calling the President's Office, you may call the New York State Public Service Commission, Office of Consumer Services at 1.800.342.3377, 8:30am to 4:00pm, Monday through Friday. You may also write to them at Three Empire State Plaza, Albany, NY 12223.
- 13) **VOLUNTARY MEDIATION**
Verizon offers customers the option of participating in a free internal mediation program. This program is entirely voluntary. In our voluntary mediation program, we will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If you would like to know more, or you would like to start the mediation process, please contact us at NoticeofDispute@verizon.com or through Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920, for a Notice of Customer Dispute Form. Fill out and send the Notice of Customer Dispute Form to us according to the directions on the form. In addition to this and any other dispute-resolution mechanisms that may be available under applicable law, you can also bring any issues you may have to the attention of federal, state, or local government agencies, and if the law allows, they can seek relief against us for you.

July 22, 2013

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Verizon Voice Link[®] Terms Of Service

VERIZON VOICE LINK® TERMS OF SERVICE

Welcome to Verizon Voice Link Service.

Please read this agreement carefully before filing it in a safe place for future reference.

In this Agreement ("Agreement"), "you" and "your" mean the customer of Verizon Voice Link Service ("Service(s)") defined below, and "Verizon," "we," "our," and "us" mean the Verizon operating companies that provide you with Service (see Exhibit A for the specific Verizon company providing the Service in your state). You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. Providing false or incorrect information may result in Service provisioning delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency response center personnel.

This Agreement incorporates the terms of your Calling Plan. The Calling Plan includes your monthly service allowances, features and pricing. To the extent that there is a conflict between this Agreement and your Calling Plan, the terms in your Calling Plan will govern.

This Agreement becomes binding when you accept this Agreement. You accept this Agreement and Verizon's terms and charges when you subscribe to, use or pay for the Services or tell us orally or through written or electronic means that you accept the Agreement.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT. YOU WILL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH THE SERVICE UNTIL THE SERVICE CANCELLATION DATE.

1. SERVICE DESCRIPTION.

- a) Verizon Voice Link Service is solely a residential wireless voice service that provides unlimited domestic nationwide calling. For purposes of this Agreement, the term "Service" shall mean Verizon Voice Link Service, including all software, equipment and other features, products and services provided by Verizon under your Calling Plan.
- b) The Service is not compatible with fax machines, DVR services, credit card machines, medical alert or other monitoring services or some High Speed or DSL Internet services.
- c) If the Service Device (the "Device") is connected to a cordless phone base station, any extension phones compatible with that base station can also use the Service. If the Device is installed by a Verizon technician, the installation process will confirm that jacks utilized for telephone service within the home at the time of installation are functional with the Service.
- d) The Device may not be compatible with certain monitored home security systems. Please check with your home security system provider to confirm the compatibility requirements of your home security system.

- e) The Device must be connected to cordless or corded telephone hardware, as described in the Welcome Package. Never place any USB or other connector into the USB port of the Device under any circumstances. Doing so may damage the Device and negate its warranty. The USB port is designed for diagnostic purposes only, and is not intended for customer use.
- f) The Service requires 10-digit dialing.
- g) The Service does not allow the Customer to make 500, 700, 900, 950, 976, 0, 00, 01, 0+, calling card or dial-around calls (e.g., 10-10-XXXX). The Service does not allow the Customer to accept collect calls or third-number billed calls. The Company will not bill any charges on behalf of other carriers. You must have an International Calling Plan in order to make international calls.
- h) The Service is subject to the availability of adequate wireless coverage throughout your home, and is not available in all locations. Verizon will initially verify that adequate coverage is available at the location where the Device is placed in your home.

2. SERVICE USE AND LIMITATIONS; CUSTOMER OBLIGATIONS.

- a) **Use of Service.** You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission. You may not resell, assign or otherwise transfer the Service or Agreement to any other person for any purpose, or make any change for the use of the Service, without express written permission from Verizon in advance.
- b) **Loss of Service Due to Power Failure.** You are responsible for providing the commercial power necessary for the Service to operate. The Device includes a rechargeable battery backup that provides up to 36 hours of standby power for your Service with up to 2 hours of talk time in the event of a commercial power outage. After the battery is exhausted, the Service (including 911 dialing) will not function until power is restored. In addition, if the landline phone to which the Device is connected requires external electrical power to operate, the Service (including 911 dialing) will not be available during a power outage even if the backup battery is functional. A power failure or disruption may require you to reset or reconfigure equipment prior to using the Service.
- c) **International Calling, Directory Listings and Directory Assistance.** The current charges and rates for directory listings, international calling and directory assistance, as well as the available options, terms and conditions for these services can be found by logging into My Verizon at www.verizon.com. We may require that you provide us your consent in the form we specify before including your phone number(s) in our directory or directory assistance service. By agreeing to list your phone number(s) in Verizon's directory and/or directory assistance, you will be consenting to have your number included in a publicly available directory and your telephone number may be sold or licensed as part of a list of customers in accordance with applicable laws. Information on current

rates is also available from Verizon Customer Service at 1-800-VERIZON (1-800-837-4966).

- d) For additional technical information on the Device, please see the Product Safety and Information booklet that you received with your Device. We will provide a one-year replacement warranty for the battery backup included with your Device. After the expiration of the one-year period, you are responsible for replacing the backup battery as needed.
- e) **Notice of Changes.** You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date). FAILURE TO PROVIDE NOTICE OF ANY NAME OR ADDRESS CHANGES COULD RESULT IN THE FAILURE OR DELAY OF THE EMERGENCY RESPONSE TO A 911 CALL. You acknowledge and agree that Verizon will be sending you notices and information about the Service and your account via e-mail or as provided in Section 7 below.
- f) **Ownership of Device.** You acknowledge and agree that at all times ownership of the Device shall remain with us and that this Agreement allows you to use the Device only in connection with your receipt and use of the Service. We will repair and maintain the Device owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Device, in which case you will be financially responsible for the repair or replacement of the damaged Device. You also agree that the Device will not be serviced by anyone other than our employees or our designated agents or representatives. Except as otherwise instructed by Verizon, upon termination of the Service you are responsible for returning the Device to us in an undamaged condition. Failure to return the Device within 30 days as instructed by Verizon, or returning the Device in a damaged condition (subject only to reasonable wear and tear), may result in our charging you an unreturned equipment fee. If instructed by Verizon to leave the Device in place, then you must not remove the Device and you will not be charged an unreturned equipment fee as long as the Device is left in place in reasonable condition (subject only to reasonable wear and tear.)

3. REVISIONS TO TERMS AND PRICING.

From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, the provisions that govern the way that you and Verizon resolve disputes and any of the policies incorporated by reference) and the prices for the Service. Increases to the prices or material revisions to the Agreement shall be effective no sooner than 30 days after we provide notice to you in accordance with Section 7 below. If you do not agree to Verizon's revision(s), you must terminate your Service immediately in accordance with this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.

4. PRICING AND PAYMENT.

- a) **Prices and Fees.** You agree to pay us for the Service at the prices and charges that are billed to you. Billing for the Service will begin automatically upon activation of the Service. Monthly recurring charges will be billed one month in advance. The charges for any particular call will depend on a number of factors which include, for example, your Calling Plan, call duration, and type of call (e.g., domestic or international). International calls to certain types of phone numbers (e.g., mobile numbers) may be subject to additional charges. If you activate certain features, such as three-way calling or call forwarding, additional per-minute or international charges may be incurred. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your Voice Link Service. All charges due are payable in immediately available U.S. dollars.
- b) **Call rounding/detail.** For Calling Plans with per-minute measured usage, including international dialing, all calls are rounded up to the next highest minute and billed accordingly. Your call detail may not appear on your monthly paper bill or your charge card statement.
- c) **Taxes and Other Charges.** Verizon also may charge you for any applicable taxes, fees, surcharges, account set-up fees or other charges made using the Service, unless you can show with documentation satisfactory to us that you are exempt from these charges. We will not provide advance notice of changes to taxes, surcharges and fees, except as required by applicable law.
- d) **Payment.** You must pay all bills or invoices on time (on or before the due date). We do not waive our right to collect the full amount due if you pay late or if you pay only a part of the bill.
- e) **Late Fees.** If we do not receive your total payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. The late fee will be equal to 1.5% or the late fee charged to Verizon local exchange customers in your state, whichever is greater. If Verizon uses a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including reasonable attorneys' fees and costs. If Verizon refers your account(s) to a third-party for collection, Verizon will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18 percent, to cover collection-related costs. If your payment is rejected, refused, returned, disputed or reversed by your financial institution or card issuer for any reason, Verizon has the right to charge a returned item fee and/or a late payment charge.
- f) **Charge Card Payment.** You may choose to have your Service billed directly to a charge card acceptable to Verizon. If your charge card is declined, is invalid or payment is not made by the issuer of your charge card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.

- g) **Credit Check.** We will evaluate your credit history before providing you Service. Your consent may be sought to obtain your credit information from consumer credit reporting agencies at any time and to share it with our affiliates. If your payment history is not acceptable to Verizon or if your payment history is unknown or indeterminable, you may be required, at any time, to provide: (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to Verizon and authorization for Verizon to charge usage to your credit card account; (iii) agreement that your use of Verizon's network and services will be subject to toll usage limits to be determined by Verizon; or (iv) a deposit. Verizon may refuse to furnish services if any charges owed by you to Verizon or any Verizon affiliate are past due for Service(s) provided to you.
- h) **Deposits.** We may require that you provide us with a refundable deposit ("Customer Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged equipment, if applicable. If you fail to pay for the Services when due, we may use the deposit to satisfy amounts due without giving notice to you.

5. TERM AND TERMINATION; SUSPENSION.

- a) **Termination.** This Agreement shall continue, subject to the terms of this Section, until terminated by either party as permitted by this Agreement.
- b) **Termination of Service with Notice.** Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective within two business days of your notice to Verizon. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. Verizon will not refund monthly charges paid to Verizon when you terminate the Service between billing cycles.
- c) **Limitation, Suspension and/or Termination of the Service by Verizon.**
 - i) Verizon can, without notice, limit, suspend or terminate your Service if: (1) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service, or if charges owed by you to any Verizon affiliate are past due for Service(s) provided to you; (2) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Verizon's network or the use and enjoyment of other users; (3) we are required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (4) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts

with this Agreement; (5) we for any reason cease to offer the Service in whole or in part; (6) you no longer meet the prerequisites for the Service; (7) you, any user of your Service, or any authorized contact on your account threatens our representatives, uses vulgar and/or inappropriate language toward our representatives, "spams" or engages in other abusive messaging or calling; (8) we take action to prevent or to protect against fraud, or to otherwise protect Verizon's personnel, agents, facilities, or services; (9) you use, or attempt to use, the Service for commercial, business or other non-residential purposes; or (10) for any good cause. Verizon shall have sole discretion in its determination of whether any of the conditions (1) – (10) are met.

- ii) **Repair of Service.** We have the right at any time to suspend or interrupt Services to make necessary repairs or changes in our facilities. We may refuse to repair Service if we determine that the conditions at your premises are unsafe for us or our agents.
- d) If your Service is terminated prior to the end of a minimum service term, you may be required to pay an Early Termination Fee. If your Service is terminated for any reason, unless otherwise instructed by Verizon, you must return the Device to Verizon within 30 days, or you may be subject to an unreturned equipment fee.

6. RESTORATION OF SERVICE.

- a) Whenever Service is disconnected for fraudulent or unauthorized use of the Service, Verizon may, before restoring Service, require the customer to make, at his or her own expense, all changes in facilities or equipment to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such use.
- b) Verizon, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. You must pay past due charges before the Service is reconnected and, if your Service is terminated or suspended for any reason, you may be required to pay a reconnection fee if the Service is reactivated.

7. NOTICES.

If either of us intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to Verizon of either arbitration or mediation should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920, in the manner directed in the applicable Arbitration or Mediation Section of this Agreement. The notice must describe the nature of the claim and the relief being sought. For other notices you are required to make under this Agreement, you must call Verizon Customer Service at 1-800-VERIZON (1-800-837-4966). Verizon's notices to you under this Agreement will be provided by one or more of the following: posting on our Web site, recorded announcement, bill message, bill insert, e-mail to an address provided by you, voice mail, letter using United

States mail or call to your billed telephone number and such notices are deemed given upon delivery.

8. PRIVACY POLICY.

- a) The Service may use, in whole or in part, a managed data network, the public Internet and third-party networks to transmit voice and other communications. Verizon will take reasonable measures with respect to the secure transmission of the Service. Verizon will treat your personal information in accordance with its Privacy Policy available at www.verizon.com/privacy and the terms of this Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of information about your account and your use of the Service. In the event of a conflict between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control.
- b) In the course of providing Services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address, and phone number.) We may use this information, without further authorization by you, to offer you: (i) services of the type you already purchase from us, and (ii) the full range of products and services available from Verizon and other Verizon companies that may be different from the type of services you currently buy from us. Use of your information will permit us to offer you a package of services tailored to your specific needs. Without further authorization by you, we may also share your information with other Verizon companies with whom you already have an existing service relationship.

9. LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES.

- a) **Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from any acts, errors, interruptions, omissions, delays, defects, or failures of 911 services or emergency personnel, whether caused by our negligence or otherwise, shall not exceed the amount of our charges for such Services during the affected period of time. This limitation of liability is in addition to any other limitations contained in this Agreement.**
- b) **Service Outage Due to Suspension of Your Account.** You agree that a Service outage due to suspension of your account as a result of billing issues will prevent ALL Service, including any E911 dialing and associated emergency response services.
- c) **Potential Limitations.** You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, or other features programmed and in

use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.

- d) **Additional Service Limitations that Apply in the Event that Verizon Cannot Route Your 911 Call Directly to the Appropriate Emergency Service Provider.** If, for any reason, Verizon cannot directly route your 911 call to the appropriate emergency service provider, your 911 call may be routed to a Verizon operator. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the Verizon operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.
- e) **If the Device is moved or relocated from your Service location it may not function properly. Any movement of the Device from your Service location will impair your ability to receive emergency services when dialing 911, including the transmission of an incorrect address to emergency personnel.**

10. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

- a) We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and Software on your computer or the Equipment, and you agree to permit such changes and access to your computer and the Equipment. You may use the Software only in connection with the Service and for no other purpose.
- b) Certain Software may be accompanied by an end-user license agreement ("EULA") from us or a third-party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
- c) For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, nontransferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third-party licensors and that you will not disclose or use the Software except as expressly permitted

herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third-party licensors. You may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

- d) Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of the Software.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

- a) THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, MAKE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING YOUR SERVICE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.
- b) IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES; OR (2) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- c) VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE

FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE, UPGRADE, SHORTAGE, RELOCATION OR MODIFICATION; (3) EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (4) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL.

- d) VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.
- e) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT TO EFFECT THE ORIGINAL INTENT AS CLOSELY AS POSSIBLE.
- f) VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

12. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (e) the absence, failure or outage of the Service, including the 911 emergency response service, and/or the inability of you or any third-party user of your Service to be able to access emergency response center personnel.

13. GENERAL PROVISIONS.

- a) The Service is not subject to regulation by a state public utility commission or other state utility regulatory authority.
- b) All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.

- c) Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.
- d) We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed. This Agreement is not for the benefit of any third party except Verizon's parents, affiliates, subsidiaries, agents and predecessors and successors in interest.
- e) If any of the terms or conditions in this Agreement are held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.
- f) Except as otherwise required by law, you and Verizon agree that the Federal Arbitration Act and the substantive laws of the state of your billing address, without reference to its principles of conflicts of laws, will be applied to govern and construe all of the rights and duties of the parties under this Agreement, except as otherwise required by law or to the extent such state law is preempted by applicable federal law, including the rules and regulations of the Federal Communications Commission. UNLESS YOU AND VERIZON AGREE OTHERWISE, YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN AN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE COUNTY OF YOUR BILLING ADDRESS, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT. Except as otherwise required by law, including state laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.
- g) We reserve the right to modify the Service to reflect any change in any governing law, underlying network service or component affecting the Service.
- h) Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.
- i) This Agreement, including all attachments and all other policies which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

14. VOLUNTARY MEDIATION.

Verizon offers customers the option of participating in a free internal mediation program. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined in Section 15. In our voluntary mediation program, we will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If you would like to know more, or you would like to start the mediation process, please contact us at NoticeofDispute@verizon.com or through Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920, for a Notice of Customer Dispute Form. Fill out and send the Notice of Customer Dispute Form to us according to the directions on the form.

15. ARBITRATION OR SMALL CLAIMS ACTIONS.

We hope to make you a happy customer, but if there is an issue that needs to be resolved, this Section outlines what's expected of both of us. **YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT.** There is no judge or jury in arbitration, and the procedures may be different, but an arbitrator can award you the same damages and relief, and must honor the same terms in this agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. We also both agree that:

- a) The Federal Arbitration Act applies to this Agreement. Except for small claims court cases that qualify, any dispute that in any way relates to or arises out of this agreement or from any equipment, products and services you receive from us (or from any advertising for any such products or services) will be resolved by one or more neutral arbitrators before the American Arbitration Association ("AAA") or Better Business Bureau ("BBB"). You can also bring any issues you may have to the attention of federal, state, or local government agencies, and if the law allows, they can seek relief against us for you.
- b) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. For claims over \$10,000, the AAA's arbitration rules will apply; in such cases, the loser can ask for a panel of three new arbitrators to review the award. For claims of \$10,000 or less, the party bringing the claim can choose either the AAA's rules or the BBB's rules for binding arbitration or, alternatively, can bring an individual action in small claims court. You can get procedures, rules and fee information from the AAA (www.adr.org), the BBB (www.bbb.org) or from us. For claims of \$10,000 or less, you can choose whether you would like the arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in person or by phone.
- c) **THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER**

TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, THE ARBITRATOR SHALL HAVE POWER TO AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. NO AAA OR BBB RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY PROVISION IN THE AAA OR BBB RULES, THE ARBITRATOR WILL BE BOUND TO APPLY LEGAL PRINCIPLES AND THE LAWS THAT GOVERN THIS AGREEMENT, AND DOES NOT HAVE THE POWER TO AWARD ANY RELIEF THAT IS NOT AUTHORIZED BY SUCH LAWS.

- d) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. Notice to Verizon should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration. Verizon will pay any filing fee that the AAA or BBB charges you for arbitration of the dispute. If you provide us with signed written notice that you cannot pay the filing fee, Verizon will pay the fee directly to the AAA or BBB. If that arbitration proceeds, we'll also pay any administrative and arbitrator fees charged later, as well as for any appeal to a panel of three new arbitrators (if the arbitration award is appealable under this Agreement).
- e) We may, but are not obligated to, make a written settlement offer any time before arbitration begins. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If you do not accept the offer and the arbitrator awards you an amount of money that is more than our offer but less than \$5,000, or if we do not make you an offer, and the arbitrator awards you any amount of money but less than \$5,000, then we agree to pay you \$5,000 instead of the amount awarded. In that case, we also agree to pay any reasonable attorneys' fees and expenses, regardless of whether the law requires it for your case. If the arbitrator awards you more than \$5,000, then we will pay you that amount.
- f) An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself.

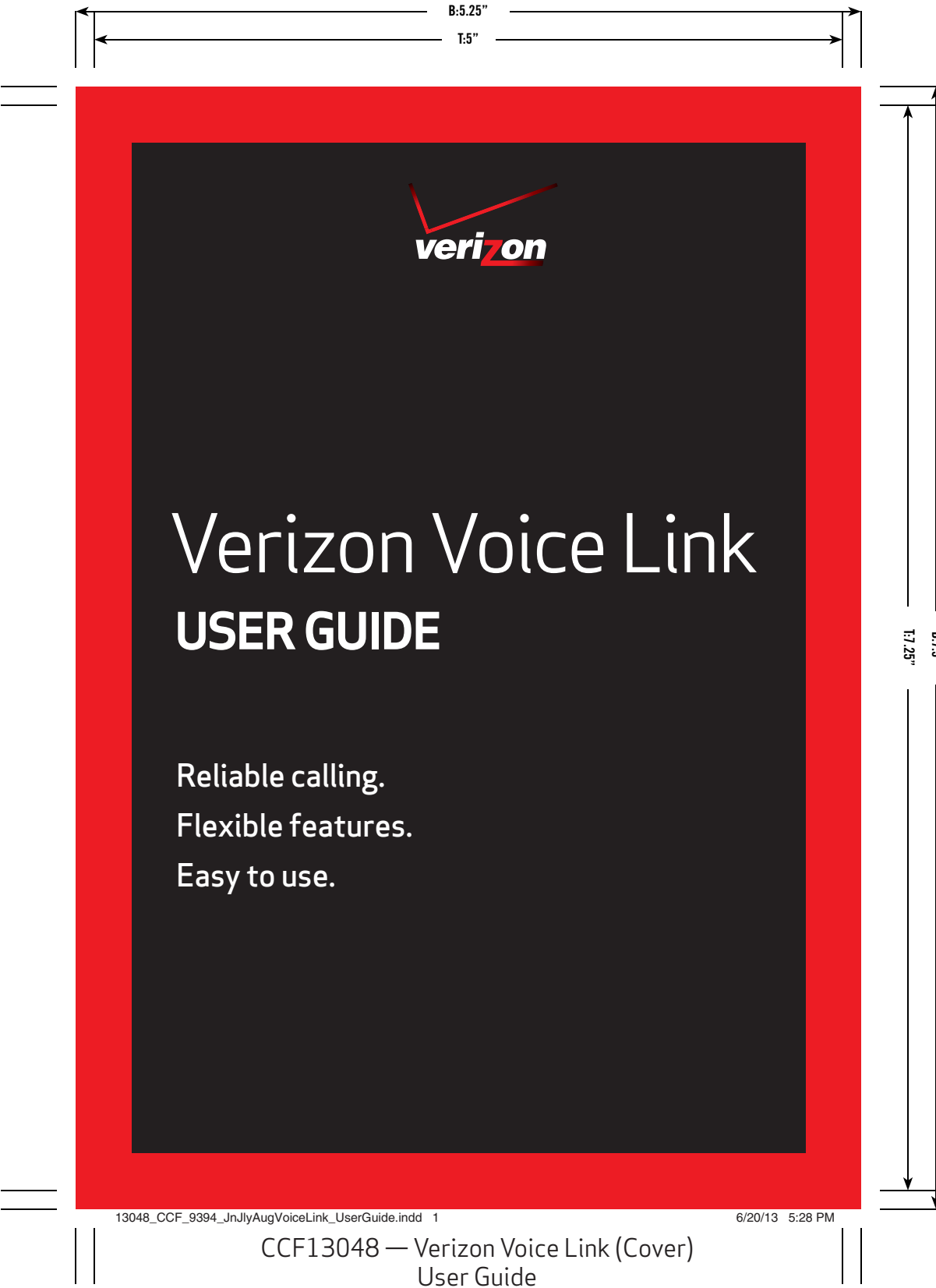
- g) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 15 (c) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- h) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Verizon Customer Proprietary Network Information — Special Notice

Under Federal Law, you have the right, and we have the duty, to protect the confidentiality of your telecommunications service information. This includes information regarding the type, technical arrangement, quantity, destination, and amount of use of your telecommunications services, and the related billing for these services. We may use this information for marketing purposes, without further authorization by you, to offer you the full range of communications-related products and services available from Verizon and its affiliates, and to offer you a package of services tailored to your specific needs. These services may be different from the type of services you currently buy from us. Without further authorization by you, Verizon may also share this information with its affiliates and agents to offer you the full range of products and services mentioned above. In addition to local telephone services, these services include long distance, wireless, Internet access and video services. A more complete description of the Verizon companies and their service offerings is available at www.verizon.com or you may call your Verizon service representative at **1.800.VERIZON** (1.800.837.4966).

If you wish to restrict how Verizon and its affiliates use your information to offer you additional or different services than the type of services you currently receive from us, please call us at any time at 1.866.483.9700. Please have your bill and account number available. If you do not call within 30 days of receipt of this notice, we will assume your consent. You may call this number at any time after the initial 30-day period to register or remove your restriction. Your decision will remain in effect until you tell us otherwise. Whatever you decide will not affect our provision of service to you and does not eliminate all other marketing contacts by Verizon. If you have any questions, please call your service representative or account manager.





CCF13048 — Verizon Voice Link (Cover)
User Guide

MEMORANDUM	DEPT.	SIGN OFF	DATE
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	Art Director:		
	Copy Writer:		
	Creative Director:		
	Production:		
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Job #: CCF13048
Client: Verizon
Job Name: June July Aug–Voice Link
User Guide
Studio Artist: dsoto
Proof #: 5_RELEASE

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Save Date: 6-20-2013 5:28 PM
Previous User: Matundu, Raoul (NYC-MRM)
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Introducing Verizon Voice Link™.

An easy, reliable phone service.

This guide will help you get the most out of your new phone service, whether you use every feature, or simply prefer basic calling. Availability of features is determined by your calling plan.

For technical support:
Call 1.800.VERIZON (1.800.837.4966).

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CCF13048 — Verizon Voice Link User Guide

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Previous User: Matundu, Raoul (NYC-MRM)
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Cyan
Magenta
Yellow
Black

CCF13048 — Verizon Voice Link
User Guide

No Dial Tone

1. Make sure the power adapter is properly connected and the power indicator is illuminated.
2. Make sure the telephone cable is securely plugged in.
3. Plug phone directly into the Verizon Voice Link device to isolate home wiring issues.
4. Make sure at least two of the signal-strength bars are lit.
5. Move closer to the phone base and try again.

1. Verify that you've completed the initial Voice Mail setup.
2. Check to see if your Voice Mail box is full.
3. Check to see that Call Forwarding is not sending calls to another number.

- 1.** Check that your power supply is plugged into an outlet.
- 2.** If the outlet is controlled by a light switch, make sure it's ON.
- 3.** Ensure the connection between the device and the power supply is secure.

The battery indicator will change colors as the power level drops. It goes from solid blue to flashing blue, to flashing red, to red, and then blank. Your device performs best when plugged into a power outlet. Battery power is intended for short-term power outages only.

1. Try a different home phone.
2. Check that nothing is interfering with the signal (e.g., microwave). Move your Verizon Voice Link device at least 8 inches away from other electronic equipment.
3. If using a cordless phone, ensure phone is fully charged.

Moving the base could impact 911 capabilities and signal strength. Please call Verizon for technical assistance if you need the base device relocated. Remember, the base device is the property of Verizon and must stay within your home.

You may hear up to seven seconds of silence before your call is connected.

For technical support:
Call 1.800.VERIZON (1.800.837.4966).



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CCF13048 — Verizon Voice Link (Back)
User Guide

MEMORANDUM	DEPT.	SIGN OFF	DATE
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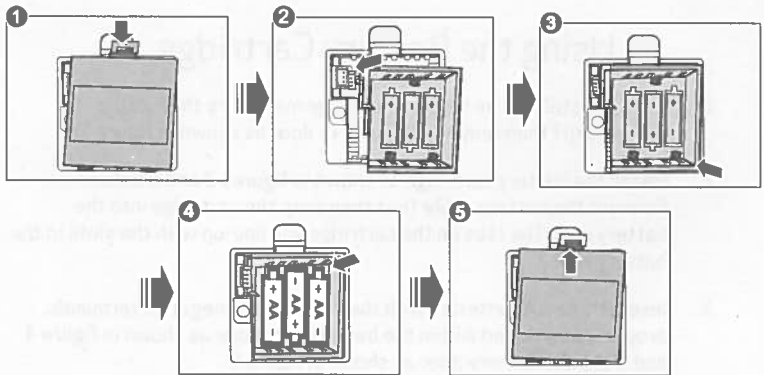
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Job Name: June July Aug–Voice Link User Guide
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- Cyan
- Magenta
- Yellow
- Black

Using the Battery Cartridge

1. Before installing the battery cartridge make sure the F259 is powered off then remove the battery door as shown in figure 1.
2. Install the battery cartridge as shown in figures 2 and 3 below. Connect the battery cable first then snap the cartridge into the battery well. The tabs on the cartridge will line-up with the slots in the battery well.
3. Insert three AA batteries with the positive and negative terminals properly positioned within the battery cartridge as shown in figure 4 and close the battery door as shown in figure 5.



Warning:

- Use three AA alkaline batteries or AA NiMH rechargeable batteries only. Do not mix alkaline and NiMH batteries.
- The F259 cannot be used to charge rechargeable AA NiMH batteries.
- When rechargeable NiMH batteries are depleted they must be removed from the battery cartridge and recharged using the recharging mechanism provided with the batteries.
- When the battery indicator is blinking red promptly replace all AA batteries.
- Do not use expired AA alkaline batteries.

VZ-NYNJ-000455

HOW WIRELESS WORKS

Your wireless service is different from your traditional phone service. Unlike the calls you make on a traditional phone, wireless communications travel over the air and can react to the environment. Rain, snow, fog, falling leaves, water, mountains, canyons and even buildings may affect service. All wireless service is subject to "dead zones," or no-coverage areas.

NETWORK TECHNOLOGY

Your wireless device uses CDMA (Code Division Multiple Access) digital network technology. CDMA digital technology offers many benefits compared to analog, such as less static, enhanced voice clarity, increased privacy and longer battery life.

WIRELESS SERVICE

Subject to the Customer Agreement and Calling Plan. Please read and understand them before activating. Wireless calling areas, rates, coverage, agreements, provisions, business practices, procedures and policies are subject to change. Our liability is significantly limited.

FEDERAL COMMUNICATIONS COMMISSION (FCC) RULES AND REGULATIONS

The FCC requires that wireless devices be operated in accordance with FCC rules and regulations and under supervision of the licensee. Severe punishment can result from failure to comply with the following regulations:

- No person shall knowingly utter or transmit any false or fraudulent signal or distress communication.

- No person shall willfully or maliciously interfere with, or cause interference to, any radio communication or signal.
- It is unlawful to "listen in" on conversations intended for others or to divulge any information thereby obtained.
- No person shall utter any obscene, indecent or profane language by means of radio communication.

NATIONAL DO NOT CALL REGISTRY

Protect yourself from unwanted calls with the National Do Not Call Registry Program.

- FCC regulations prohibit telemarketers from using automated dialers to call wireless numbers.
- Personal wireless device users can add their phone numbers to the National Do Not Call Registry.
- The federal government does not maintain a national wireless device registry.

You can register by either of the following methods:

1. By calling 1-888-382-1222 from the phone number you wish to register.
2. Online at: www.donotcall.gov.

Your registration becomes effective within 31 days of signing up and is active for five years. There is no cutoff date or deadline for registering.

RADIO FREQUENCY EMISSIONS

Your wireless device, which contains a radio transmitter and receiver, emits radio frequency energy during use. The following consumer information

addresses commonly asked questions about the health effects of wireless devices.

ARE WIRELESS PHONES AND DEVICES SAFE?

Scientific research on the subject of wireless devices and radio frequency ("RF") energy has been conducted worldwide for many years, and continues. In the United States, the Food and Drug Administration ("FDA") and the Federal Communications Commission ("FCC") set policies and procedures for wireless devices. The FDA issued a website publication on health issues related to cell phone usage where it states that, while research is ongoing, "available scientific evidence—including World Health Organization ("WHO") findings [in the Interphone study] released May 17, 2010—shows no increased health risk due to radiofrequency (RF) energy, a form of electromagnetic radiation that is emitted by cell phones." The FDA also cites a separate National Cancer Institute program finding that, despite the dramatic increase in cell phone use, occurrences of brain cancer did not increase between 1987 and 2005. You can access the FDA website at <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm212273.htm>. You can also contact the FDA toll-free at (888) 463-6332 or (888) INFO-FDA. The FCC has its own website publication stating that "[t]here is no scientific evidence that proves that wireless phone usage can lead to cancer or other problems, including headaches, dizziness or memory loss." This publication is available at <http://www.fcc.gov/cgb/cellular.html> or through the FCC at (888) 225-5322 or (888) CALL-FCC. The National Cancer Institute ("NCI") states that concerns about the potential health effects of using cellular phones—"and specifically the suggestion that using a cell phone may increase a person's risk of developing brain cancer—are not supported by a growing body of research on the subject." You can access NCI's review of the research at

http://www.cancer.gov/ncicancerbulletin/NCI_Cancer_Bulletin_092308/page7. The WHO's Interphone study is the largest study of cell phone use and brain tumors ever undertaken. WHO summarized its conclusions concerning Interphone as follows: "Overall, no increase in risk of glioma or meningioma was observed with use of mobile phones. There were suggestions of an increased risk of glioma at the highest exposure levels, but biases and error prevent a causal interpretation. The possible effects of long-term heavy use of mobile phones require further investigation." The WHO's comments on Interphone are available at: http://www.iarc.fr/en/media-centre/pr/2010/pdfs/pr200_E.pdf. WHO's publication of Interphone is available at http://www.oxfordjournals.org/our_journals/ije/press_releases/freepdf/dyq079.pdf; see also, Interphone Appendix 1 (<http://ije.oxfordjournals.org/cgi/data/dyq079/DC1/1>), and Appendix 2 (<http://ije.oxfordjournals.org/cgi/data/dyq079/DC1/2>).

WHAT DOES SPECIFIC ABSORPTION RATE (SAR) MEAN?

In 1996, the FCC, working with the FDA, the U.S. Environmental Protection Agency (EPA) and other agencies, established RF exposure safety guidelines for wireless devices in the United States. Before a wireless device model is available for sale to the public, it must be tested by the manufacturer and certified to the FCC that it does not exceed limits established by the FCC. One of these limits is expressed as a Specific Absorption Rate, or "SAR." SAR is a measure of the rate of absorption of RF energy in the body. Tests for SAR are conducted with the wireless device transmitting at its highest power level in all tested frequency bands. Since 1996, the FCC has required that the SAR of handheld wireless devices not exceed 1.6 watts per kilogram, averaged over one gram of tissue. Although the SAR is determined at the highest power level, the actual SAR value of a wireless device while operating can be less

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than the reported SAR value. This is because the SAR value may vary from call to call, depending on factors such as proximity to a cell site, the proximity of the wireless device to the body while in use, and the use of hands-free devices.

For more information about SARs, see the FCC's OET Bulletins 56 and 65 at www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins, www.fcc.gov/oet/ea. You may also wish to contact the manufacturer of your wireless device.

CAN I MINIMIZE MY RF EXPOSURE WHILE USING MY PHONE OR DEVICE?

If you are concerned about RF, there are several simple steps you can take to minimize your RF exposure. You can, of course, reduce your talk time. You can place more distance between your body and the source of the RF, as the exposure level drops off dramatically with distance. The FDA/FCC website states that "[h]ands-free kits can be used with wireless devices for convenience and comfort. These systems reduce absorption of RF energy in the head because the phone, which is a source of the RF emissions, will not be placed against the head. On the other hand, if the phone is mounted against the waist or other part of the body during use, then that part of the body will absorb more RF energy. Wireless phones marketed in the U.S. are required to meet safety requirements regardless of whether they are used against the head or against the body. Either configuration should result in compliance with the safety limit." You should also read and follow your wireless device manufacturer's instructions for the safe operation of your wireless device.

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DO WIRELESS PHONES POSE ANY SPECIAL RISKS TO CHILDREN?

The FDA website states that "[t]he scientific evidence does not show a danger to any users of cell phones from RF exposure, including children and teenagers." The FDA website further states that "[s]ome groups sponsored by other national governments have advised that children be discouraged from using cell phones at all. For example, the Stewart Report from the United Kingdom ["UK"] made such a recommendation in December 2000. In this report a group of independent experts noted that no evidence exists that using a cell phone causes brain tumors or other ill effects. [The UK's] recommendation to limit cell phone use by children was strictly precautionary; it was not based on scientific evidence that any health hazard exists." A copy of the UK's leaflet is available at <http://www.dh.gov.uk> (search "mobile"), or you can write to: NRPB, Chilton, Didcot, Oxon OX11 0RQ, United Kingdom. Copies of UK's annual reports on mobile phones and RF are available online at <http://www.iegmp.org.uk> and <http://www.hpa.org.uk/radiation/> (search "mobile"). Parents who wish to reduce their children's RF exposure may choose to restrict their children's wireless device use.

WHERE CAN I GET FURTHER INFORMATION ABOUT RF EMISSIONS?

For further information, see the following additional resources (websites current as of April 2005).

U.S. Food and Drug Administration
FDA Consumer Magazine
November-December 2000

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Telephone: 1-888-INFO-FDA

<http://www.fda.gov> (Under "c" in the subject index, select Cell Phones > Research.)

American National Standards Institute

1819 L Street, N.W., Suite 600

Washington, D.C. 20036

Telephone: 1-202-293-8020

www.ansi.org

IMPLANTABLE MEDICAL DEVICES

A minimum separation of six (6) inches should be maintained between a wireless device and an implantable medical device, such as a pacemaker or implantable cardioverter, defibrillator, to avoid potential interference with the device.

Persons who have such devices:

- Should ALWAYS keep the wireless phone more than six (6) inches from their implantable medical device when the wireless device is turned ON;
- Should turn the wireless device OFF immediately if there is any reason to suspect that interference is taking place.
- Should read and follow the directions from the manufacturer of your implantable medical device.

If you have any questions about using your wireless device with such a medical device, consult your health care provider. For additional information, see <http://www.fda.gov> (under "c" in the subject index, select Cell Phones > Interference with Pacemakers and Other Medical Devices).

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CAUTION: AVOID POTENTIAL HEARING LOSS

Prolonged exposure to loud sounds (including music) is the most common cause of preventable hearing loss. Some scientific research suggests that using portable audio devices, such as portable music players and cellular telephones, at high volume settings for long durations, may lead to permanent noise-induced hearing loss. This includes the use of headphones (including headsets, earbuds, and Bluetooth* or other wireless devices). Exposure to very loud sound has also been associated in some studies with tinnitus (a ringing in the ear), hypersensitivity to sound, and distorted hearing. Individual susceptibility to noise-induced hearing loss and other potential hearing problems varies.

The amount of sound produced by a portable audio device varies depending on the nature of the sound, the device, the device settings, and the headphones. You should follow some commonsense recommendations when using any portable audio device:

- Set the volume in a quiet environment and select the lowest volume at which you can hear adequately.
- When using headphones, turn the volume down if you cannot hear the people speaking near you or if the person sitting next to you can hear what you are listening to.
- Do not turn the volume up to block out noisy surroundings. If you choose to listen to your portable device in a noisy environment, use noise-cancelling headphones to block out background environmental noise.
- Limit the amount of time you listen. As the volume increases, less time is required before your hearing could be affected.

National Institute for Occupational Safety and Health
Hubert H. Humphrey Bldg.
200 Independence Ave., SW Washington, DC 20201
Voice: 1-800-CDC-INFO (1-800-232-4636)
Internet: www.cdc.gov/niosh/topics/noise/default.html

SAFETY INFORMATION FOR WIRELESS DEVICE

Read this information before using your wireless device.

ELECTRONIC DEVICE

Do not use the device when usage causes danger or interference with other electronic devices.

OPERATING ENVIRONMENT

- Do not use or charge the device in dusty, damp, and dirty places or places with magnetic fields. Otherwise, it may result in a malfunction of the circuit.
- On a stormy day with thunder, do not use your device, to prevent any danger caused by lightning.
- When you are on a call, do not touch the antenna. Touching the antenna affects the call quality and results in increase in power consumption. As a result, the talk time and the standby time are reduced.
- Do not place any cable or metal near the antenna, because they may interfere with the signal.
- Do not install outdoor antenna, because it may damage your device.
- Use accessories authorized by the manufacturer. Using unauthorized accessories will render the warranty null and void.

- Avoid using headphones after exposure to extremely loud noises, such as rock concerts, that might cause temporary hearing loss. Temporary hearing loss might cause unsafe volumes to sound normal.
- Do not listen at any volume that causes you discomfort. If you experience ringing in your ears, hear muffled speech or experience any temporary hearing difficulty after listening to your portable audio device, discontinue use, and consult your doctor.

YOU CAN OBTAIN ADDITIONAL INFORMATION ON THIS SUBJECT FROM THE FOLLOWING SOURCES:

American Academy of Audiology
11730 Plaza American Drive, Suite 300
Reston, VA 20190
Voice: (800) 222-2336
Email: info@audiology.org
Internet: www.audiology.org
National Institute on Deafness and Other Communication Disorders
National Institutes of Health
31 Center Drive, MSC 2320
Bethesda, MD USA 20892-2320
Voice: (301) 496-7243
Email: nidcdinfo@nih.gov
Internet: www.nidcd.nih.gov/health/hearing

- Because the device needs to disperse heat during operation, place the device and the power supply in a cool, ventilated area. Never cover the device, put objects on it, or place it near water, fire as well as inflammable and explosive materials.
- This device should be installed and operated with a minimum distance of 7.9 inches between the antenna and all persons.
- Keep the ambient temperature between 14°F and 113°F while the device is being charged. Keep the ambient temperature between 14°F and 122°F for using the device powered by a battery.

SAFETY OF CHILDREN

Comply with all precautions with regard to children's safety. Letting the child play with your device or its accessories, which may include parts that can be detached from the device, may be dangerous, as it may present a choking hazard. Ensure that small children are kept away from the device and accessories.

ACCESSORIES

Only use parts or accessories made by the Manufacturer. Using accessories other than manufacturers or vendors with this device model may invalidate any approval or warranty applicable to the device, result in the non-operation of the device, and cause danger and interference with airborne electronic equipment.

BATTERY AND CHARGER

- Do not connect two poles of the battery with conductors, such as metal materials, keys or jewelry. Otherwise, the battery may short circuit and cause bodily injury or harm.

- Do not disassemble the battery or solder the battery poles. Otherwise, it may lead to electrolyte leakage, overheating, fire, or explosion.
- If battery electrolyte leaks out, ensure that the electrolyte does not touch your skin and eyes. When the electrolyte touches your skin or splashes into your eyes, wash your eyes with clean water immediately and consult a doctor.
- If there is a case of battery deformation, color change, or abnormal heating while you charge or store the battery, remove the battery immediately and stop using it. Otherwise, it may lead to battery leakage, overheating, explosion, or fire.
- If the power cable is damaged (for example, the cord is exposed or broken), or the plug loosens, stop using the cable at once. Otherwise, it may lead to an electric shock, a short circuit of the charger, or a fire.
- Do not dispose of batteries in fire as they may explode. Batteries may also explode if damaged.
- Danger of explosion if battery is incorrectly replaced. Recycle or dispose of used batteries according to the local regulations or reference instruction supplied with your device.

CLEANING AND MAINTENANCE

- The device, battery, and charger are not water-resistant. Keep them dry.
- Protect the device, battery, and charger from water or vapor. Do not touch the device or the charger with a wet hand. Otherwise, it may lead to a short circuit, a malfunction of the device, and an electric shock to the user.
- Do not place your device, battery, and charger in places where they can get damaged because of collision. Otherwise, it may lead to battery leakage, device malfunction, overheating, fire, or explosion.

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Although the existing scientific data do not justify FDA regulatory actions, FDA has urged the wireless device industry to take a number of steps, including the following:

- Support needed research into possible biological effects of RF of the type emitted by wireless devices.
- Design wireless devices in a way that minimizes any RF exposure to the user that is not necessary for device function.
- Cooperate in providing users of wireless devices with the best possible information on possible effects of wireless device use on human health.

FDA belongs to an interagency working group of the federal agencies that have responsibility for different aspects of RF safety to ensure coordinated efforts at the federal level. The following agencies belong to this working group:

- National Institute for Occupational Safety and Health
 - Environmental Protection Agency
 - Federal Communications Commission
 - Occupational Safety and Health Administration
 - National Telecommunications and Information Administration
- The National Institutes of Health participates in some interagency working group activities, as well.

FDA shares regulatory responsibilities for wireless devices with the Federal Communications Commission (FCC). All devices that are sold in the United States must comply with FCC safety guidelines that limit RF exposure. FCC relies on FDA and other health agencies for safety questions about wireless devices. FCC also regulates the base stations that the wireless device networks rely upon. While these base stations operate at higher power than do the wireless devices themselves, the RF exposures that people get from

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REDACTED - FOR PUBLIC INSPECTION

- Do not place magnetic storage media such as magnetic cards and floppy disks near the device. Radiation from the device may erase the information stored on them.
- Do not leave your device, battery, and charger in a place with an extreme high or low temperature. Otherwise, they may not function properly and may lead to a fire or an explosion.
- Before you clean or maintain the device, power off the device and disconnect it from the charger.
- Do not use any chemical detergent, powder, or other chemical agents (such as alcohol and benzene) to clean the device and the charger. Otherwise, parts of the device may be damaged or a fire can be caused. You can clean the device and the charger with a piece of damp and soft antistatic cloth.
- Do not dismantle the device or accessories. Otherwise, the warranty on the device and accessories is invalid and the manufacturer is not liable to pay for the damage.

FDA CONSUMER UPDATE

1. What is FDA's role concerning the safety of wireless devices?

Under the law, FDA does not review the safety of radiation-emitting consumer products such as wireless devices before they can be sold, as it does with new drugs or medical devices. However, the agency has authority to take action if wireless devices are shown to emit radiofrequency energy (RF) at a level that is hazardous to the user. In such a case, FDA could require the manufacturers of wireless devices to notify users of the health hazard and to repair replace or recall the devices so that the hazard no longer exists.

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these base stations are typically thousands of times lower than those they can get from wireless devices. Base stations are thus not the primary subject of the safety questions discussed in this document.

2. What kinds of devices are the subject of this update?

The term "wireless device" refers here to hand-held wireless devices with built-in antennas, often called "cell," "mobile," or "PCS" devices. These types of wireless devices can expose the user to measurable radiofrequency energy (RF) because of the short distance between the device and the user's head. These RF exposures are limited by Federal Communications Commission safety guidelines that were developed with the advice of FDA and other federal health and safety agencies. When the device is located at greater distances from the user, the exposure to RF is drastically lower because a person's RF exposure decreases rapidly with increasing distance from the source. The so-called "cordless devices," which have a base unit connected to the telephone wiring in a house, typically operate at far lower power levels, and thus produce RF exposures well within the FCC's compliance limits.

3. What are the results of the research done already?

The research done thus far has produced conflicting results, and many studies have suffered from flaws in their research methods. Animal experiments investigating the effects of radiofrequency energy (RF) exposures characteristic of wireless devices have yielded conflicting results that often cannot be repeated in other laboratories. A few animal studies, however, have suggested that low levels of RF could accelerate the development of cancer in laboratory animals. However, many of the studies that showed increased tumor development used animals that had been genetically engineered or treated with cancer causing chemicals so as to be pre-disposed to develop cancer in the absence of RF exposure. Other studies

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exposed the animals to RF for up to 22 hours per day. These conditions are not similar to the conditions under which people use wireless devices, so we don't know with certainty what the results of such studies mean for human health.

Three large epidemiology studies have been published since December 2000. Between them, the studies investigated any possible association between the use of wireless devices and primary brain cancer, glioma, meningioma, or acoustic neuroma, tumors of the brain or salivary gland, leukemia, or other cancers. None of the studies demonstrated the existence of any harmful health effects from wireless device RF exposures. However, none of the studies can answer questions about long-term exposures, since the average period of device use in these studies was around three years.

4. What research is needed to decide whether RF exposure from wireless devices poses a health risk?

A combination of laboratory studies and epidemiological studies of people actually using wireless devices would provide some of the data that are needed. Lifetime animal exposure studies could be completed in a few years. However, very large numbers of animals would be needed to provide reliable proof of a cancer promoting effect if one exists. Epidemiological studies can provide data that is directly applicable to human populations, but 10 or more years' follow-up may be needed to provide answers about some health effects, such as cancer. This is because the interval between the time of exposure to a cancer-causing agent and the time tumors develop - if they do - may be many, many years. The interpretation of epidemiological studies is hampered by difficulties in measuring actual RF exposure during day-to-day use of wireless devices. Many factors affect this measurement, such as the angle at which the device is held, or which model of device is used.

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exposure from wireless telephones is set at a Specific Absorption Rate (SAR) of 1.6 watts per kilogram (1.6 W/kg). The FCC limit is consistent with the safety standards developed by the Institute of Electrical and Electronic Engineering (IEEE) and the National Council on Radiation Protection and Measurement. The exposure limit takes into consideration the body's ability to remove heat from the tissues that absorb energy from the wireless device and is set well below levels known to have effects. Manufacturers of wireless devices must report the RF exposure level for each model of device to the FCC. The FCC website (<http://www.fcc.gov/oet/rfsafety>) gives directions for locating the FCC identification number on your device so you can find your device's RF exposure level in the online listing.

7. What has FDA done to measure the radiofrequency energy coming from wireless devices?

The Institute of Electrical and Electronic Engineers (IEEE) is developing a technical standard for measuring the radiofrequency energy (RF) exposure from wireless devices and other wireless handsets with the participation and leadership of FDA scientists and engineers. The standard, "Recommended Practice for Determining the Spatial-Peak Specific Absorption Rate (SAR) in the Human Body Due to Wireless Communications Devices: Experimental Techniques," sets forth the first consistent test methodology for measuring the rate at which RF is deposited in the heads of wireless device users. The test method uses a tissue-simulating model of the human head. Standardized SAR test methodology is expected to greatly improve the consistency of measurements made at different laboratories on the same device. SAR is the measurement of the amount of energy absorbed in tissue, either by the whole body or a small part of the body. It is measured in watts/kg (or milliwatts/g)

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5. What is FDA doing to find out more about the possible health effects of wireless device RF?

FDA is working with the U.S. National Toxicology Program and with groups of investigators around the world to ensure that high priority animal studies are conducted to address important questions about the effects of exposure to radiofrequency energy (RF).

FDA has been a leading participant in the World Health Organization International Electromagnetic Fields (EMF) Project since its inception in 1996. An influential result of this work has been the development of a detailed agenda of research needs that has driven the establishment of new research programs around the world. The Project has also helped develop a series of public information documents on EMF issues.

FDA and the Cellular Telecommunications & Internet Association (CTIA) have a formal Cooperative Research and Development Agreement (CRADA) to do research on wireless device safety. FDA provides the scientific oversight, obtaining input from experts in government, industry, and academic organizations. CTIA-funded research is conducted through contracts to independent investigators. The initial research will include both laboratory studies and studies of wireless device users. The CRADA will also include a broad assessment of additional research needs in the context of the latest research developments around the world.

6. How can I find out how much radiofrequency energy exposure I can get by using my wire-less device?

All devices sold in the United States must comply with Federal Communications Commission (FCC) guidelines that limit radiofrequency energy (RF) exposures. FCC established these guidelines in consultation with FDA and the other federal health and safety agencies. The FCC limit for RF

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of matter. This measurement is used to determine whether a wireless device complies with safety guidelines.

8. Where can I find additional information?

For additional information, please refer to the following resources:

- FDA web page on wireless devices (<http://www.fda.gov/cellphones>)
- Federal Communications Commission (FCC) RF Safety Program (<http://www.fcc.gov/oet/rfsafety>)
- International Commission on Non-Ionizing Radiation Protection (<http://www.icnirp.de>)
- World Health Organization (WHO) International EMF Project (<http://www.who.int/emf>)
- National Radiological Protection Board (UK) (<http://www.hpa.org.uk/radiation/>)

FCC COMPLIANCE INFORMATION

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.

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- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Warning: Changes or modifications made to this device not expressly approved by Huawei Technologies Co., Ltd. may void the FCC authorization to operate this device.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation.

140 West Street
27th Floor
New York, NY 10007-2109
(212) 321-8126
joseph.a.post@verizon.com

Joseph A. Post
Deputy General Counsel — New York



July 24, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Attached please find the Supplemental Response of Verizon New York Inc. to Staff's Third Set of Information Requests. Please note that one of the exhibits to this Supplemental Response is being provided to the Commission's Records Access Officer pursuant to a request for confidential treatment.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: Keith Gordon, AAG (subject to confidentiality agreement)
Louis Barash, Esq. (subject to confidentiality agreement)

**SUPPLEMENTAL RESPONSE OF VERIZON NEW YORK INC. ("VERIZON")
TO STAFF'S THIRD SET (DPS-3) OF INFORMATION REQUESTS**

Please note that the Exhibit to this Response is being provided separately to the Commission's Records Access Officer pursuant to a request for confidential treatment under Article 6 of the Public Officers Law and the Commission's implementing regulations.

IR-3

Please provide the following information for all Voice Link devices/services that have been installed at any customer premises locations outside of the Western Fire Island area:

- a. Customer address
- b. Date Voice Link Installed
- c. Reason Voice Link Installed
- d. Was customer advised Voice Link service was optional or not
- e. Voice Link Service Calls/Repairs identified by location, date, reason for service visit, repair action taken
- f. If applicable to any locations, date Voice Link was uninstalled/disconnected and reason for termination

OBJECTIONS [PREVIOUSLY SUBMITTED]:

Verizon objects to this interrogatory to the extent that provision of such information could violate the Electronic Communications Privacy Act, 18 U.S.C. §§ 2701, *et seq.*, absent individual customer consent or other circumstances sufficient to meet the requirements of the statute. Subject to such objection, and without waiving it, Verizon will provide all of the information requested, except that in place of customer address, it will indicate the general area in which the service was installed, at a level that will not disclose the customer's identity (*e.g.*, neighborhood or town/village).

RESPONSE

See objection. Verizon is collecting this information, and expects to have it available by July 26. Not all of the requested information may be available; for example, as noted in the response to IR-2(f) in Staff's Second Set of Information Requests, a customer's service records do not always include the reason for termination of service.

SUPPLEMENTAL RESPONSE

CONFIDENTIAL Exhibit IR-3, accompanying this response, provides the information in Parts (b), (e), and (f) of this Request. As noted in the objection, the customer address (Part (a) of the Request) has been replaced by the general area in which the service is provided (city or town or borough, plus zip code). This list does not include customers to whom Verizon provided Voice Link equipment without charge as a temporary measure pending completion of repairs.

In response to Part (c) of the request, the reason the service was installed is not set forth in the customer records. However, to the best of our knowledge, in all cases the reason for installation was the customer's request or agreement that the service be installed.

In response to Part (d) of the Request, to the best of our knowledge, service representatives followed Verizon's methods and procedures (previously produced), and did not require the customer to accept the service.

IR-5

Please provide copies of any documentation provided to customers agreeing to accept Voice Link service outside of Western Fire Island, including Terms of Service Agreements. If there are any material differences between documentation and Terms of Service agreements for Western Fire Island customers, and customers in any other areas of New York State, please identify and explain those differences.

RESPONSE

See the following exhibits, which are the current versions of documentation being provided to Voice Link customers:

- Exhibit IR-5[1]: Terms of Service for Fire Island Voice Link customers. (This is the revised version that replaces copies distributed to some customers previously.)
- Exhibit IR-5[2]: Terms of Service for other Voice Link customers.
- Exhibit IR-5[3]: Voice Link user guide
- Exhibit IR-5[4]: Voice Link battery flyer
- Exhibit IR-5[5]: Safety pamphlet

The only difference between the written documentation provided to customers on Fire Island and to those in other parts of the State is that Fire Island customers are provided with the modified Terms of Service approved by the Office of Telecommunications on June 12, 2012, while other Voice Link customers are provided with the original (“national”) version of the Terms of Service. The key substantive differences between the two Terms of Service documents are in the introductory paragraphs and in paragraphs 1(b), 1(i), 3(c), 4(d) through 4(h), 5, 6, 7, 9(a), 9(b), 12, 13(a), 13(f), and 15 (based on the paragraph numbering of the “national” agreement). Also, the Fire Island Terms of Service document includes a new paragraph (numbered 12 in that document) that does not appear in the national Terms of Service.

SUPPLEMENTAL RESPONSE

Exhibit IR-5[6], accompanying this response, is the cover letter for the Fire Island Terms of Service.

PO Box 31315
Salt Lake City UT 84131-0315



**IMPORTANT UPDATE REGARDING YOUR
VERIZON VOICE LINK TERMS OF SERVICE**

Dear Valued Verizon Customer,

Please find enclosed a copy of the updated Terms of Service applicable to your
Verizon Voice Link® service.

Sincerely,

Your Verizon Team

140 West Street
27th Floor
New York, NY 10007-2109
(212) 321-8126
joseph.a.post@verizon.com

Joseph A. Post
Deputy General Counsel — New York



August 7, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Attached are supplemental responses to certain of Staff's Information Requests. Please note that certain of the exhibits to the supplemental responses are being provided to the Commission's Records Access Officer pursuant to a request for confidential treatment.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: Keith Gordon, AAG
Louis J. Barash, Esq.

**SUPPLEMENTAL RESPONSES OF VERIZON NEW YORK INC. ("VERIZON")
TO CERTAIN DEPARTMENT OF PUBLIC SERVICE INFORMATION REQUESTS**

Please note that certain of the exhibits to these Supplemental Responses are being provided separately to the Commission's Records Access Officer pursuant to a request for confidential treatment under Article 6 of the Public Officers Law and the Commission's implementing regulations.

SUPPLEMENTAL RESPONSE TO STAFF'S SECOND SET OF REQUESTS

IR-2

For the period of May 1, 2013 through October 31, 2013, please provide the following data on a monthly basis. Monthly data should be provided to staff within 10 days after the close of each full month:

- a. All monthly service quality data as typically provided, but specific to Fire Island POTs and Voice Link customers;
- b. Separate CTRR data based on number of active Voice Link units/subscribers;
- c. Summary of copper maintenance work associated with copper service; disconnects (i.e., drops disconnected, removed, isolated at NID, etc.);

[Remaining portions of IR-2 omitted.]

PRIOR RESPONSE TO IR-2, PARTS (a), (b), AND (c)

- a. Verizon will report this data, to the extent reasonably available. CTRR, OOS>24, and SA>48 statistics for Fire Island May and June 2013 are provided in CONFIDENTIAL EXHIBIT IR-2(a). Call-center answer time data is not readily available on a Fire-Island-only basis.
- b. See response to Part (a), above.

c. See Objection, above and response to Part (f), below. Verizon will report this data, to the extent reasonably available. Maintenance data for copper customers on Fire Island for May and June 2013 is provided in CONFIDENTIAL EXHIBIT IR-2(c).

SUPPLEMENTAL RESPONSE TO IR-2, PARTS (a) AND (c)

(a) See CONFIDENTIAL Supplemental Exhibit IR-2(a), attached, which corrects errors in the calculations presented in the original version of the Exhibit. For purpose of preparing this Supplemental Exhibit, it was assumed that Voice Link orders on Fire Island resulted from out-of-service troubles with the prior POTS service. All Fire Island customers are included in these results.

* * *

(c) Where a western Fire Island customer is migrated to Voice Link as a result of a problem on the customer's copper-based service, the situation is treated as an installation, not maintenance, and as a result no maintenance record is generated. Such installation entails isolation of the customer's NID or drop.

SUPPLEMENTAL RESPONSES TO STAFF'S THIRD SET OF REQUESTS

IR-3

Please provide the following information for all Voice Link devices/services that have been installed at any customer premises locations outside of the Western Fire Island area:

* * *

d. Was customer advised Voice Link service was optional or not.

[Remaining portions of response to IR-3 omitted.]

PREVIOUS RESPONSE

See objection. Verizon is collecting this information, and expects to have it available by July 26. Not all of the requested information may be available; for example, as noted in the response to IR-2(f) in Staff's Second Set of Information Requests, a customer's service records do not always include the reason for termination of service.

PREVIOUS SUPPLEMENTAL RESPONSE TO PART (d)

In response to Part (d) of the Request, to the best of our knowledge, service representatives followed Verizon's methods and procedures (previously produced), and did not require the customer to accept the service.

SECOND SUPPLEMENTAL RESPONSE TO PART (d)

In some isolated cases the company has learned that particular service representatives did not conform to the applicable methods and procedures. In such situations, supplemental training and/or discipline are considered as appropriate.

IR-5

Please provide copies of any documentation provided to customers agreeing to accept Voice Link service outside of Western Fire Island, including Terms of Service Agreements. If there are any material differences between documentation and Terms of Service agreements for Western Fire Island customers, and customers in any other areas of New York State, please identify and explain those differences.

PREVIOUS RESPONSE

See the following exhibits, which are the current versions of documentation being provided to Voice Link customers: [Remainder of response omitted]

SUPPLEMENTAL RESPONSE

See additional document provided in Supplemental Exhibit 5.

PO Box 930037
Verona WI 53593-0037



Service Address
Address
City, State Zip

IMPORTANT SERVICE MESSAGE

VER6039
Customer Name
Billing Address
Billing City, State Zip
USPS Barcode

Dear [Customer Name],

We are happy to have you as a Verizon Voice Link™ customer. We understand that some business owners and residents of Fire Island have a few questions about their new phone service, and we want to ensure that you have the right information. Below are some of the frequently asked questions about Verizon Voice Link. We have also included a copy of the Verizon Voice Link User Guide for your reference, as well as a copy of your latest Terms of Service.

How does 911 support work with Verizon Voice Link?

In the case of an emergency, you can dial 911 using your Verizon Voice Link service, just as you did previously. The Verizon Voice Link device that was professionally installed in your home or business will identify your exact address for the 911 systems and operators, the same as your wireline-based service did. For this reason, the device cannot be moved from the residence or business where it was installed.

Does Verizon Voice Link work during a power outage?

Yes. The device has a rechargeable backup battery (2 hours of talk time and 36 hours of standby time). Please refer to the included Verizon Voice Link User Guide for more information about the battery, including information on battery replacement.

How do I set up and retrieve my Voice Mail?

How to Set Up Voice Mail	How to Retrieve Voice Mail
<ol style="list-style-type: none"> 1. Dial *86 from your phone 2. Follow the voice prompts to: <ul style="list-style-type: none"> • Select your preferred language • Create a password • Record your greetings • Select the greeting callers will hear 	<ol style="list-style-type: none"> 1. When you have a new message, your Verizon Voice Link device will blink BLUE. You will also hear a "stutter" dial tone. 2. Dial *86 from your phone. If away, dial your phone number and press # during your voice mail greeting. 3. Follow the system prompts to hear and manage your voice mails.

Do I have to dial 10-digits to make a call?

Yes. Verizon Voice Link requires the use of 10-digit dialing (area code plus 7-digit telephone number) for both local and long-distance calls.

Can I make International Calls or use a Calling Card with Verizon Voice Link?

To make international calls that require the '011' prefix you must subscribe to a Verizon Voice Link International Calling plan. To order an International Calling plan, call **1.800.VERIZON**. Alternatively, you can purchase and use prepaid calling cards that utilize an 800 number to place international calls.

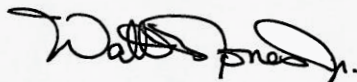
Who can I call for technical questions about my Verizon Wireless Jetpack™ Mobile Hotspot?

If you have a Verizon Wireless Jetpack™ Mobile Hotspot, which is the mobile broadband service that supports your Internet needs, you can contact Verizon Wireless at **1.800.922.0204**.

At Verizon, our mission is to provide our customers with the most reliable communication services. Verizon Voice Link is a proven, dependable telephone service that isn't susceptible to the same weather issues as copper landlines. On Fire Island, we value your business, and if you experience any issues with your service or device, please know that we have a 24-hour service commitment to resolve it. Our customer support team is available 24/7 at **1.800.VERIZON (1.800.837.4966)**.

Thank you for being a loyal customer. We value your business and look forward to continuing to serve you.

Sincerely,



Walter Jones, Jr.
Region President, Verizon New York

140 West Street
27th Floor
New York, NY 10007-2109
(212) 321-8126
joseph.a.post@verizon.com

Joseph A. Post
Deputy General Counsel — New York



August 15, 2013

BY E-MAIL

Brian Ossias, Esq.
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 13-C-0197

Dear Mr. Ossias:

Attached are further supplemental responses to certain of Staff's Information Requests. Please note that certain of the exhibits to the supplemental responses are being provided to the Commission's Records Access Officer pursuant to a request for confidential treatment.

Very truly yours,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: Keith Gordon, AAG
Louis J. Barash, Esq.

FURTHER SUPPLEMENTAL RESPONSES OF VERIZON NEW YORK INC. ("VERIZON") TO CERTAIN DEPARTMENT OF PUBLIC SERVICE INFORMATION REQUESTS

Please note that certain of the exhibits to these Supplemental Responses are being provided separately to the Commission's Records Access Officer pursuant to a request for confidential treatment under Article 6 of the Public Officers Law and the Commission's implementing regulations.

SUPPLEMENTAL RESPONSE TO STAFF'S SECOND SET OF REQUESTS

IR-2

For the period of May 1, 2013 through October 31, 2013, please provide the following data on a monthly basis. Monthly data should be provided to staff within 10 days after the close of each full month:

- a. All monthly service quality data as typically provided, but specific to Fire Island POTs and Voice Link customers;

* * *

- c. Summary of copper maintenance work associated with copper service; disconnects (i.e., drops disconnected, removed, isolated at NID, etc.);
- d. Number of Voice Link installations per month; installation summary (i.e., whether request for new installation, replacement as result of damaged/inoperable copper, etc.);
- e. Number of Voice Link service calls, with descriptive information of the problem on a per-service call basis;
- f. Number of requests to discontinue Voice Link and reason (i.e., return to wired service, other);

* * *

- h. Summary of wireline, Voice Link, and wireless 911 call volumes and 911 call completion performance for Fire Island callers;

[Remaining portions of IR-2 omitted.]

FURTHER SUPPLEMENTAL RESPONSE TO IR-2, PARTS (a), (c) - (f), (h)

(a) See CONFIDENTIAL Second Supplemental Exhibit IR-2(a), attached, which includes data for July. As with the first supplemental response, it was assumed that Voice Link orders on Fire Island resulted from out-of-service troubles with the prior POTS service. All Fire Island customers are included in these results.

(c) See CONFIDENTIAL Supplemental Exhibit IR-2(c), which includes data for July.

(d) There were 82 installations in July.

(e) See CONFIDENTIAL Second Supplemental Exhibit IR-2(a), Cell C5 for the month of July, and CONFIDENTIAL Supplemental Exhibit IR-2(e), which includes details for each Fire Island/Voice Link service call in July.

(f) See data on disconnections in July in CONFIDENTIAL Exhibit IR-2(f).

(h) There were 128 completed landline 911 calls originating on Fire Island in July.

SUPPLEMENTAL RESPONSES TO STAFF'S THIRD SET OF REQUESTS

IR-4

Please provide any marketing materials, scripts, and/or training materials in use by Verizon employees or contracted third party workers to inform customers about Voice Link service.

SUPPLEMENTAL RESPONSE

See CONFIDENTIAL Supplemental Exhibits IR-4[12] and IR-4[13]. IR-4[12] had also been sent on two previous occasions.

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000476 – VZ-NYNJ-000477
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000478 – VZ-NYNJ-000479
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**

**DOCUMENTS AT BATES NOS. VZ-NYNJ-000480 – VZ-NYNJ-000493
REDACTED PURSUANT TO SECOND PROTECTIVE ORDER IN
WC DOCKET NO. 13-150 BEFORE THE FEDERAL
COMMUNICATIONS COMMISSION**